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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

ARRANGEMENTS have been made for expediting the trial of actions set down for trial under order 14. When practicable, the judge who takes the chamber business of the Queen's Bench Division will sit in court to try these actions on every day when a sufficient number come into the list.

IT IS PROPOSED to hold an exhibition of sketches and drawings by the late Sir FRANK LOCKWOOD at an early date, and to devote the proceeds to the augmentation of the funds of the Barristers' Benevolent Association. We understand that the judges and leading counsel, and several other possessors of sketches, have agreed to lend them for the purposes of the exhibition; but there are believed to be many amusing cartoons (drawn on the backs of briefs or other papers) in the possession of solicitors which are difficult to trace. Many solicitors have already promised contributions, and it is hoped that all who have any sketches by Sir FRANK will kindly send them to Mr. E. MACRORY, Q.C., 7, Figtree-court, Temple, E.C., when a receipt will be given for them, as well as an undertaking to return them at the close of the proposed exhibition.

ON WEDNESDAY LAST Mr. Justice WRIGHT, referred to an observation made by his predecessor in *Re New Weighing Machine Co.* (W. N. 1896, p. 48) to the effect that, although there is no express rule requiring notice to be given to the company of the filing of the statutory affidavit in support of a winding-up petition, the practice of giving notice of filing is a convenient one, and must in future be followed. He said he had spoken to Lord Justice WILLIAMS on the subject, and the Lord Justice said he never intended to lay down such a rule as to statutory affidavits, but only to require that when an additional or supplemental affidavit was filed, notice of filing should be given in order to avoid unnecessary applications for adjournments being made in order to answer such affidavits. In future it would be unnecessary to give notice of the filing of the statutory affidavit.

THE SPEECH of Sir MICHAEL HICKS-BEACH at Swansea on Monday is the first intimation of the dissatisfaction of the Government with the dilatory manner in which the House of Lords Committee has, for the past two sessions, been dealing

with the Companies Bill. In 1896 the inquiry was largely taken up with the question whether a director of a company should, as the Bill proposed, be under an obligation to use reasonable care and prudence in the exercise of his powers. Obviously a director who will not use this care is not worth his salt. Last session the inquiry was practically at a standstill. The Chancellor of the Exchequer intimates, in pretty plain language, that the House of Lords is too friendly to "guinea-pigs." The Committee, he says, are so timid and careful, that nothing shall be done to prevent responsible men from becoming directors of companies that the inquiry is likely to last an indefinite number of years unless it is accelerated by the pressure of opinion in the commercial world. Possibly this next session it will be conducted with a little more activity. It would be better still if the Government would revise their Bill, and carry only such a measure as will meet the evils which admittedly exist. The greatest is the facility, to which Sir M. HICKS-BEACH refers, with which a person forming his business into a "one-man company" can pay himself what price he pleases for the business in debentures, and then set up the debentures against the creditors of the company. Good service might, without any inquiry, be done by making a process of this kind impossible, and there are other admitted defects in the Companies Acts which could readily be dealt with. The Board of Trade would be well advised to substitute for the present Bill a measure less ambitious but more practical.

IN THE case of *Re Fetherstonhaugh's Estate* NORTH, J., has declined to exercise the power of the court under section 37 of the Settled Land Act, 1882, by authorizing a sale of heirlooms. By that section it is provided that, where chattels are settled so as to devolve with a settled estate, the tenant for life may sell them, but such a sale is not to be made without an order of the court. This is a power which, as was laid down by CHITTY, J., in *Re Earl of Radnor's Trusts* (45 Ch. D. 402), in a passage quoted with approval by Lord ESHER, M.R., in the same case (p. 418), cannot be exercised according to any fixed rules. "I say emphatically," observed CHITTY, J., "that this discretion ought not to be crystallized, as it would become in course of time, by one judge attempting to prescribe definite rules with a view to bind other judges in the exercise of the discretion which the Legislature has committed to them." Undoubtedly this is a principle which should always prevail where a discretion has been vested in the court, though there is no harm in following such indication as the decided cases give. In the case just mentioned Lord ESHER observed that if the tenant for life could not live in the family house without some assistance from the sale of the heirlooms, that is a fact which ought to be taken very much into consideration. Clearly, in any such case, the beneficial occupation of the family estate by the owner for the time being is of more importance than the preservation of heirlooms for the benefit of future generations. In the present case, however, NORTH, J., seems to have leaned against any interference, on such grounds, with the settled property. The heirlooms in question consisted of a collection of china, pictures, and furniture, valued altogether at £18,000. Apparently the income immediately available from the settled estate was not sufficient to enable the tenant for life to reside there, and it was proposed to sell the chattels to the extent of £15,000. But this was opposed by the next tenant for life, and NORTH, J., refused to sanction it. To a certain extent the immediate incumbrances on the estate consisted of annual instalments of succession duty, which in the course of eight years would cease. In such cases it is difficult to decide between the wishes of the present and of future owners, and it is the misfortune of the present owner of the property that he has to forfeit the income derivable from the sale of the chattels, and apparently to forego residence in the mansion, for the problematical benefit of future owners.

TO JUDGE by the cases which have actually occurred hitherto, section 3 of the Judicial Trustees Act, 1896, will do very little to relieve trustees of the responsibilities which the law has imposed upon them. The section provides that where a trustee is liable for a breach of trust, but has acted honestly and reasonably, and ought fairly to be excused for the breach of trust and for omitting to obtain the directions of the court, then the court may relieve him, either wholly or partly, from liability. In applications under the section it will probably be easy to shew that the trustee acted honestly, and the burden of the case lies in the proof that he has acted reasonably. This is a proof, it seems, which he can rarely furnish. In *Barker* v. *Ivimey* (45 W. R. 495) one trustee had, upon the recommendation of his solicitor co-trustee, made a mortgage investment without proper inquiry as to the nature and value of the security. BYRNE, J., declined to lay down any general rule with respect to the application of the section, but he found nothing in the case to assist to the conclusion that the trustee had acted reasonably, and he refused him relief. In *Mosley* v. *Keyworth* (41 SOLICITORS' JOURNAL 722) an application to ROMER, J., was partially successful, and an executor obtained relief in respect of payments made to legatees while he was ignorant of a claim against the estate which ultimately appears to have left it insolvent. But relief was refused in respect of sums applied for the maintenance of the testator's family after an action to enforce the claim had been commenced, although its extent was then unascertained. The latest case is *Ravenshaw* v. *Barker*, decided by NORTH, J., last Saturday. Here the executrix, who was the widow of the testator, had retained as part of the trust estate several investments which should have been converted within a year of the testator's death. On some of them there had been a loss, amounting altogether to £1,593. On others there had been a gain, so that if the gain could be set against the loss the net deficit would be only £349. It appeared that the widow had acted on the advice of a business man that the securities would increase in value. But NORTH, J., declined to allow that her conduct was reasonable, and he refused relief. To retain the securities, he said, might have been a very reasonable thing for a man to do with his own property, but not for a trustee. According to the ordinary rule that the trustee cannot take advantage of an appreciation of some of the securities, the widow was held liable for the entire loss of £1,593. Section 3 of the Judicial Trustees Act can hardly be said, so far, to have produced any amelioration in the position of trustees. The practical outcome appears to be that sound reason requires a trustee to follow the ordinary technical rules, and if he fails to do so he acts unreasonably, and cannot have relief—a conclusion which the Legislature hardly intended.

TWO CASES have, within the last few days, been before a Divisional Court in which section 51 of the Public Health Acts Amendment Act, 1890, has been considered. The section provides that in districts where the Act has been adopted "a house, room, garden, or other place . . . shall not be kept or used for public dancing, singing, music, or other public entertainment of the like kind without a licence for the purpose" being first obtained from the licensing justices of the district, and that "any house, room, garden, or other place kept or used" for any of such purposes without such licence shall be deemed a disorderly house, and the occupier shall be liable to a penalty. In one of these cases, *Farndale* v. *Bainbridge*, it appeared that the respondent had hired a piece of waste land on the cliff at Margate, and had allowed persons to give entertainments thereon by dancing, singing, music, &c. The performers had a tent for their own use, and performed in a small space which was roped off. No money was charged for admission to the piece of ground, but a hat was sent round amongst the audience at short intervals for such donations as persons might choose to give. The justices of Margate dismissed a summons against the respondent for a penalty under this section, but stated a case. Now the High Court has remitted the case to the magistrates, with an expression of opinion that the piece of ground was a "place" within the meaning of the Act, and a licence was required if the place was to be used in the manner proved. This does not seem to be a case within the mischief of the Act, although it certainly does seem to come within the letter of it. Surely Parliament never intended to interfere with persons like the respondents, who are

found at every popular seaside place in the country. We seem to have here yet another case of an Act having a far wider application than was intended, and perhaps working injustice in consequence. Like the famous *Kempton Park Racecourse case*, this case turned on the meaning of the word "place." Probably if the word "garden" were not used in the Act, the High Court would have decided differently and more on the lines of the Court of Appeal in the betting house case, but the use of this word evidently points to other open spaces being within the Act. It is submitted, however, that the Legislature only contemplated those gardens or other such places which are kept for public entertainment and for admission to which the public have to pay.

THE OTHER CASE, *Maloney* v. *Lingard and Others*, was a case stated by the justices of Cheshire in quarter sessions. The respondents were the owners of a hall or room, which they let to some gentlemen for the purposes of a subscription ball. The ball committee applied to the justices for an occasional licence for the sale of liquor on the premises up to 3 a.m. on the night of the ball. This was granted to them under section 20 of 26 & 27 Vict. c. 33, which empowers justices to grant such a licence "upon the occasion of any public dinner or ball." The committee did not, however, apply for any licence under the Act of 1890, and the respondents were proceeded against accordingly. They were convicted, but on appeal to quarter sessions, the conviction was quashed subject to a case stated, on the ground that the ball was not a public one. The High Court held that it was a question of fact whether or not the ball was public; and that that question had been finally decided by the court of quarter sessions, and the appeal was dismissed. This decision was clearly right, in spite of the inconsistency that the respondents obtained one licence because the ball was public, and escaped from the consequences of not obtaining the other because the ball was not public. If the ball was not public they could hardly make themselves liable by taking out an unnecessary licence. It must be a question of fact whether or not a subscription ball is public. Such a ball may be promoted to raise money for some charitable or other object, in which case any person who pays his or her money is admitted. Of course, even in this case the committee generally reserves power to refuse tickets to improper persons, but such power could hardly be said to detract from the publicity of the ball. On the other hand, as is very common, and as seems to have been the case here, persons may get up a ball solely for the amusement of themselves and of such of their friends as are willing to subscribe to the expenses, and to which the general public are in no way invited. A ball of this sort is obviously a private one, and the facts of each case can alone determine whether or not any such entertainment is public or not.

IT IS a well-known device of the large retail dealer to sell some articles at a very small profit, or even at no profit at all, in order to attract the public to the wares on which he mainly relies, and if such conduct were actionable, there would be an opening for an abundant crop of litigation. The experiment has been tried, though without success, in the case of *Ajello* v. *Worsley* before STIRLING, J., this week. The plaintiffs are piano manufacturers, who supply to their customers various classes of pianos, among others, "Class 6*a*" at the trade price of £23 10s., and the "Britannia Model" at £15 15s. The defendant is a retail piano dealer in Manchester, and early in 1896 he advertised a sale of pianos in a local paper. The advertisement included new instruments "by AJELLO" at £15 15s., described in such a way as to point either to instruments of Class 6*a* or of the Britannia Model. According to the defendant, the advertisement was meant to refer to the latter class, and at the time when it first appeared he had one piano of that kind in stock, though the advertisement was continued after he had disposed of that piano, and when the plaintiffs had refused to supply him with any more. The plaintiffs alleged that the advertisement injured their trade, inasmuch as other piano dealers could not afford to sell their goods on the terms of the advertisement, and in the action they sought for an injunction to restrain the defendant from advertising their pianos for sale at less than cost price without in fact having any of such pianos in their possession. It is, of course, clear that the defendant was entitled to sell the plaintiffs' pianos at any price he chose. However annoying it may be to a manufacturer to find his goods going cheap, he has himself got for them the stipulated price, and he has nothing to do with the re-sale. It is equally clear that a man's right to sell goods does not depend upon having the goods in stock. It is matter of common knowledge that a vendor frequently sells goods before he has acquired them, and, as STIRLING, J., pointed out, such a sale is expressly recognized by section 5 of the Sale of Goods Act, 1893, where the goods are described as "future goods." The case had to rest, therefore, solely on the misleading character of the advertisement in intimating that the defendant had the goods in stock, when, in fact, had any customer asked for them, they would have had to be purchased. Why it was worth while for the defendant to continue the advertisement under these circumstances is not apparent, but here again, so STIRLING, J., held, the action was ill-conceived. The damage to the plaintiffs did not follow from the misleading nature of the advertisement, but would have been just the same had the defendant put the advertisement in a proper form; had he advertised, that is, that the pianos in question would be procured and sold for fifteen guineas. The cause of the injury to the plaintiffs' business was the offer to sell their pianos at cost price, and for this, as already observed, no action would lie. Underselling is, as the *Mogul case* (40 W. R. 337; 1892, A. C. 25) shews, not an actionable wrong, and manufacturers cannot prevent their retail customers from dealing as they like with the wares supplied to them.

AS A RULE it is the right of a mortgagee to realize his security in such manner as he thinks best, but when the security consists of goods or chattels, and these have been seized in execution at the instance of another creditor, this right is by rule 12 of R. S. C., ord. 57, placed at the mercy of the court. Instead of restoring the goods to the mortgagee, the court may order a sale, and may direct the application of the proceeds in such manner and upon such terms as may be just. In *Forster* v. *Clowser* (1897, 2 Q. B. 362) the Court of Appeal (Lord ESHER, M.R., and A. L. SMITH, L.J.; RIGBY, L.J., *diss.*) pressed this rule somewhat far against a mortgagee by compelling him to submit to a sale before the mortgage money was due and then awarding him out of the proceeds interest only up to the date of payment. The interest, indeed, was at the rate of 60 per cent., but this circumstance was, perhaps, hardly enough to justify an interference with the terms of the security. Whether, however, such a decision will be repeated or not, it is clear from the judgment of the Court of Appeal in the recent case of *Stern* v. *Tegner* (46 W. R. 82) that no further interference with the rights of the mortgagee will be permitted, and that a sale under rule 12 will not be ordered where the mortgage security would thereby be in any way imperilled. The rule is intended to meet the case where the goods are clearly adequate in value to pay off the mortgagee, and the postponement of a sale would simply have the effect of depriving the execution creditor of the fruit of his judgment. But if the proceeds of a sale by the sheriff will be inadequate to pay off the mortgagee, so that the execution creditor cannot derive any benefit from the sale, or even if it is doubtful whether there will be any surplus, the proper course is to direct the sheriff to withdraw and to leave the goods at the disposal of the mortgagee. Or, as it was put by CHITTY, L.J., the jurisdiction conferred by rule 12 ought not to be exercised against the mortgagee unless there is a reasonable ground for holding that the sale will produce more than sufficient to answer the just claims of the mortgagee, so as to leave a surplus available for the execution creditor.

The Lord Chancellor has accepted an invitation to dine with the Hardwicke Society on Thursday, February 17.

The members of the Oxford Circuit entertained Mr. Justice Darling at a complimentary dinner on Monday at the Café Royal, Regent-street, in celebration of his elevation to the bench, when a considerable number of both past and present members of the circuit were present.

THE WORKING OF THE NEW RULES AS TO DIRECTIONS.

It is now nearly three months since the rule came into operation by which the issue of a summons for directions was made compulsory in all cases. It ought, therefore, to be possible to form some estimate of its workability when applied to the ordinary requirements of an action. That it is a powerful weapon in the hands of the court for the purpose of preventing delay and unnecessary expense may be readily conceded. But that it is as well designed for its purpose as it might be, cannot be contended for a moment. If we venture to point out some of its defects in operation, we hope we shall not be accused of indulging in carping criticism, but rather be credited with a desire to pave the way for improvement, for which there is at present ample room. It is always dangerous to suggest, but we will even venture to accompany our criticism with suggestion.

The main cause of friction in the working of the new order 30 is the absence of any comprehensive attempt to adapt existing rules to its peremptory and overriding provisions. The Rules of the Supreme Court affecting all interlocutory proceedings are based upon a principle of procedure which is entirely opposed to that upon which order 30 is based, and the conflict between the two becomes apparent at many points. In the rules as to procedure, other than order 30, the court has prescribed certain steps to be taken and fixed the times for taking them and the penalties for not taking them within the proper time. In order 30 the court has taken all its actions out of the operation of those rules prescribing interlocutory proceedings and the times for them, and placed them, as to their whole course, in the discretion of the judge or master. We are not now considering which is the better plan of the two, but it is obvious that the two plans cannot be in operation separately and concurrently without creating confusion at many points. It is clear that one principle or the other—either definite prescription by rule or undefined discretionary direction by order—must prevail, and it is highly desirable that the working code of rules governing procedure should shew clearly in all its parts which of the two is the governing principle. Or, if the rules regulating procedure are to be based upon a compromise between the two, then the code of rules as a whole ought to reflect in all its parts the effect and limits of the compromise. The existing code needed revision badly before the new order 30 was made. That need has become infinitely greater since.

We will give a few practical illustrations of our meaning:

Statement of claim.—Ord. 20, r. 1 (*d*), expressly empowers a plaintiff to deliver a statement of claim, either before appearance or at any time afterwards within six weeks from the appearance. Order 30 expressly forbids him to deliver that statement of claim. He must first issue a summons for directions within fourteen days from appearance. If on that summons he is ordered to deliver a statement of claim, within what time must he deliver it? Neither in order 30 nor in the form of order under it is there anything to shew that an order for directions must fix the time for delivery of the statement of claim. The plaintiff, if he waits for defence, cannot get his order for directions until nearly three weeks after appearance. Therefore the time fixture in ord. 20, r. 1 (*d*), obviously does not apply, and if no time is fixed by the order for directions, there is nothing to fix the time anywhere. The whole of the sub-rule (ord. 20, r. 1 (*d*)) is overruled by rule 30, and yet it remains as if it were in force, and gives the practitioner definite instruction which is all wrong.

Defence.—The conflict between order 30 and the rules as to delivery of defence is not only direct, but has complicated ramifications which are not apparent at first sight, and have occasioned considerable friction. The times fixed for delivery of defence are as follows: (*a*) If the writ is specially indorsed, ten days from the time limited for appearance (ord. 21, r. 6); (*b*) if a separate statement of claim is delivered, ten days from the delivery thereof (*ib.*); (*c*) where defendant has neither received nor required a statement of claim, ten days from the *entry* of appearance (ord. 21, r. 7); (*d*) where leave to defend given under order 14, ten days from the date of the order (ord. 21, r. 8).

Prior to the new order 30 those time fixtures were perfectly clear and well understood. Now they are confused by the overriding provisions of order 30. Perhaps the best way to illustrate this will be by restating the time fixtures affected as they actually stand when order 27 is read as ancillary to order 30. (*a*) If the writ is specially indorsed, the time for defence is ten days from the time limited for appearance (ord. 21, r. 6); but this time only applies compulsorily when the claim is for a liquidated demand only within ord. 27, r. 2 (see ord. 30, r. 1 (*b*)). If the claim is for recovery of land it is not within ord. 27, r. 2, and therefore, not being an exception to ord. 30, r. 1, the plaintiff cannot proceed in default. If no defence is delivered within the time he must apply for directions. Ord. 27, r. 7, therefore is in direct conflict with ord. 30, r. 1: (*c*) Where defendant has neither received nor required a statement of claim, defence is to be delivered within ten days from entry of appearance (ord. 21, r. 7). This time-fixture is partly set aside by order 30, so far as default process is concerned.

If the claim is liquidated, but not specially indorsed, it is within ord. 27, r. 2, and ord. 30, r. 1 (*b*), and the defendant must defend within the time limited, otherwise the plaintiff may enter judgment. If, however, the claim is for damages or detention of goods, the plaintiff cannot enter judgment in default, but must apply for directions. Ord. 27, rr. 4, 5, and 6, are in direct conflict with ord. 30, r. 1. The former give the plaintiff the right to enter judgment in certain contingencies. The latter takes that right away, and imposes quite another procedure.

The sum total of all this is that the old simple provisions as to default of defence have been rendered complicated and confused by the new order 30.

Order 14.—Order 14 was not intended to be affected by the new rule, for it is excepted from its operation by ord. 30, r. 1 (*b*). But we will endeavour to shew how it is in fact affected. A plaintiff suing by specially-indorsed writ wishes to amend his statement of claim indorsed on the writ before issuing his summons under order 14. He is expressly empowered to do so without order by ord. 28, r. 2. It is a very common need, and ord. 28, r. 2 is a most helpful rule. But now the plaintiff cannot amend before issuing his summons under order 14. He is barred by ord 30, r. 1, which prohibits him from taking "any fresh step" after appearance until he has issued his summons for directions. Nor can he apply for an order to amend, for that also is a "fresh step." He must either give up order 14 altogether or issue a summons for directions under order 30 solely in order to get leave to do that which ord. 28, r. 2, expressly tells him he may do without order.

Again, when leave to defend is given under order 14, as it usually is, without directions, the defendant's time for defence is fixed by ord. 21, r. 8, but if no defence is delivered what is the plaintiff to do? If the claim is within ord. 27, r. 2, he can enter judgment by default, but if his claim is not liquidated, is he to issue a summons for directions, or can he proceed to trial without doing so? This question awaits an authoritative answer.

The above are the main points at which order 30 is in conflict with existing rules. It is probable that as time goes on others will be disclosed. There are difficulties of other kinds in the working of order 30 which, for our present purpose, will best be referred to in the form of suggestions.

Suggested improvements of order 30.

1.—(*a*) That ord. 30, r. 1, be altered so as to permit amendment of the writ either by order or without order under ord. 28, r. 2, after appearance and before issuing a summons for directions, or summons under order 14.

(*b*) To alter ord. 30, r. 1 (*b*), as follows: In lieu of the words "or to enter judgment in default of defence under ord. 27, r. 2," to insert, "or the entry of judgment in default of defence under order 27."

The object of this is twofold. It removes the doubt as to whether an application is necessary to enter judgment in default of defence; and it excepts all judgments in default of defence, and not merely those under ord. 27, r. 2. There is no reason why judgments under ord. 27, rr. 4 to 9, should not also be excepted.

2.—(*a*). The amendment of ord. 20, r. 1 (*b*), so as to make

the right to deliver a statement of claim depend upon a direction to that effect in the order for directions.

(*b*) The annulment of ord. 20, r. 1 (*c*) and (*d*), and the issue of a new rule making the time for statement of claim to be that limited by the order for directions, or, if no time be therein limited, then six weeks from the date of such order.

3.—Annul ord. 21, rr. 6 and 7, and in their place make rules fixing the time for defence with due regard to the fact that in some cases the order for directions fixes the time, and in some cases it does not do so. Where the order omits to fix a time it should be ten days from the delivery of the statement of claim.

4.—Alter ord. 30, r. 8, so as to allow the plaintiff at least twenty-one days or a month within which to issue his summons for directions. The effect of shortening this time is, in the great majority of cases, merely to compel the plaintiff to apply before he knows what to ask for.

5.—To annul Supreme Court Fee No. 10, which fixes the fee for a summons for directions at 10s., and in lieu thereof to prescribe a fee of 3s. for a summons for directions, and a further fee of 3s. for every fresh insertion of the summons in the list.

It is very hard that a party who only uses his summons once should pay the same high fee as one who uses it many times.

6.—Make clear the intention of the court where a defendant has obtained leave to defend under order 14 and makes default; either imposing on the plaintiff the necessity of issuing a summons for directions or empowering him to proceed with the action without doing so.

7.—Amend ord. 30, r. 8, by providing that where a plaintiff fails to issue a summons for directions within the time limited, the defendant may either apply to dismiss, *or may himself issue a summons for directions*. At present he can only apply to dismiss, and although the rule empowers the court to give directions on the application, there is no power to re-insert the summons in the list as in the case of a summons for directions.

The above suggestions will, we think, be found to contain the solution of most of the difficulties which have arisen in the working of order 30. We are bound to say, however, that in order to protect the operation of that order from future causes of friction all the existing rules governing the interlocutory steps in an action ought to be thoroughly examined by some person conversant with practice with the special object of adapting any of them which may require it to the newly imported principle upon which order 30 is based.

BIAS IN A JUDGE.

It is, no doubt, as was said by Mellor, J., in *The Queen* v. *Allan* (4 B. & S. 915), highly desirable that justice should be administered by persons who cannot be suspected of improper motives, and hence any person holding a judicial office is rightly precluded from acting in a matter in which he can reasonably be suspected of being biassed; but the doctrine of judicial disqualification on this ground would have been carried to an absurd length had it been allowed to prevail in *Reg.* v. *Burton* (46 W. R. 127). In that case a person named Young, who was not a solicitor, wrote the following letter: "I am instructed by Mr. Summers, your late butler, to apply to you for a month's wages in lieu of notice, and if not forthcoming within seven days I shall take proceedings in the county court to recover the same." Proceedings were consequently taken against him at the instance of the Council of the Incorporated Law Society, and in April, 1897, he was summoned and appeared before two justices in petty sessions at Tunbridge Wells on a charge of pretending to be a solicitor. He was convicted of the offence, and a fine was inflicted upon him. One of the justices, the chairman, was Mr. John Burton, a practising solicitor. Young's solicitor knew of this at the time and called attention to the fact before the case was heard, but he declined to make any formal objection. Subsequently he discovered that Mr. Burton was also a member of the Incorporated Law Society, and a rule *nisi* was obtained to set aside the conviction on the ground that Mr. Burton was an interested person.

In applications of this kind there is, as a rule, very little substance, and the present was no exception. But the ways in which judicial bias may be produced are so numerous that it was possible to make various more or less plausible suggestions why Mr. Burton was disqualified from exercising jurisdiction. The most obvious objection lay in the fact that Mr. Burton was himself a solicitor, and it would have been interesting to have obtained from the court a decision whether this was in itself a disqualification. Inasmuch, however, as the objection had been waived at the hearing of the summons, there was no need to pronounce upon its validity. The case most nearly in point is *Reg.* v. *Huggins* (43 W. R. 329; 1895, 1 Q. B. 563). There an unqualified pilot was charged before justices and convicted, under the Merchant Shipping Act, 1854, of assuming and continuing in charge of a ship after a qualified pilot had offered to take charge of her. Martin, one of the justices, was a qualified pilot carrying on business in the same district as the defendant, although he did not in fact compete with him, being in the exclusive employ of the Peninsular and Oriental Steam Navigation Co., who never employ unqualified pilots in any of their ships. The court held, however, that he was disqualified on the ground of bias, and the conviction was quashed. "We have to determine," said Wills, J., "whether there was any actual bias, or a reasonable risk or apprehension of bias such as a fair man might reasonably entertain." And after pointing out that the facts of the case did not suggest any actual bias in Martin, he proceeded: "But he does belong to a small class of privileged persons for whose protection these proceedings against an unprivileged person were taken, and that seems to me to be a very important consideration."

In the present case Lawrance, J., pointed out that the solicitors for whose protection the proceedings were taken could not be described as a "small class," and he intimated that upon this ground *Reg.* v. *Huggins* was distinguishable. As already observed, the question did not require to be decided, and Collins, J., refrained from expressing any opinion. But it may be doubted whether the distinction is in fact maintainable. Doubtless solicitors as a whole are a large class, but in any particular place they are a small class, and the reasoning in *Reg.* v. *Huggins* seems to be applicable. The bench there consisted of six justices. "Suppose," said Wills, J., "that all these six justices had been licensed pilots, or suppose, on the other hand, that they had all been unlicensed pilots, in neither case would anyone venture to say that the tribunal would have been a fair one? But if that be so, then the objection must equally exist when only one out of the six is a licensed pilot"; and he added: "It is far safer to enlarge the area of this class of objections to the qualifications of justices than to restrict it." It is difficult to find fault with this reasoning or to see how it does not equally apply whenever one of a privileged class exercises jurisdiction in a case where the privileges of the class have been invaded. In a clear case it may be obvious that no wrong is done by the concurrence of such a person in a conviction, but there cannot be the same confidence where the alleged invasion raises questions of difficulty.

Had it been possible, therefore, to rest the case of *Reg.* v. *Burton*, before the Divisional Court, on the fact of one of the justices being a solicitor, there would have been a good argument for setting aside the conviction. But when it was necessary to rely only upon the ground that Mr. Burton was a member of the Incorporated Law Society, the case became much weaker. Two objections were suggested: that he had a pecuniary interest in the result of the proceedings, and that he was in effect both prosecutor and judge. But the objection of pecuniary interest, although it requires little enough substance to support it, must still be based upon some semblance of reality. In *Reg.* v. *Gaisford* (1892, 1 Q. B. 381) a magistrate was pecuniarly interested as a ratepayer in the result of proceedings before him, and there was no statute applicable to the case relieving him from disqualification. It was held that his pecuniary interest disqualified him. "It is well-known law," said A. L. Smith, J., "that a man shall not act as a judge in a case in the decision of which he has a pecuniary interest unless relieved by statute; the fact that a man has even the slightest pecuniary interest operates to disqualify him from adjudicating upon a case."

A ratepayer undoubtedly has an interest, however small, in proceedings which may have the result of increasing or diminish-

ing the funds of the local authority. It is otherwise, however, with a member of a society who pays his subscription, but has no reasonable chance of ever participating in the funds of the society. The case is covered by the decision of FIELD and CAVE, JJ., in *The Queen* v. *Justices of Deal* (30 W. R. 154), where, in a prosecution at the instance of the Royal Society for the Prevention of Cruelty to Animals, it was objected that justices were disqualified who were subscribers to the local branch of the society. It appeared that the local branch had no control over the central society or its officers, nor could it interfere in any way with prosecutions by the society. It was held that the mere fact of subscribing to the local branch did not give the justices a pecuniary interest in the result of the proceedings. They would neither gain in the event of the society benefiting by the fine, nor would they lose in the event of its having to pay costs. The position of a member of the Incorporated Law Society is precisely the same, save that, in the event of the society being dissolved, he might possibly have a claim to participate in its assets. But this possibility is too remote to be taken into account. "Although," said COLLINS, J., "I fully agree that actual pecuniary interest, however slight, will defeat the right of justices to sit in judgment, I think that interest must be actual—it must not be purely speculative and imaginary, based upon conditions barely conceivable, and certainly not conceivable as likely to exist within the lifetime of the person who is said to be interested in the funds of the society." The suggestion that Mr. BURTON was pecuniarily interested in the funds of the Incorporated Law Society certainly did not satisfy this test, and it afforded no ground for setting aside the conviction in which he had taken part.

There was equally little substance in the objection that Mr. BURTON had an interest in the matter as prosecutor. Such an objection is met both by *The Queen* v. *Justices of Deal* (*supra*) and *Allinson* v. *General Medical Council* (42 W. R. 289; 1894, 1 Q. B. 750). From the former case it appears that mere membership of the prosecuting society does not give a man an interest as prosecutor, if he has in fact no control over the prosecution. Although in a case of pecuniary interest, any interest, however small, is sufficient for disqualification, yet in other cases the question is whether the justice is substantially interested so as to have a real bias. In *Allinson* v. *General Medical Council*, where the impugned member of a court of inquiry might possibly in a technical sense be said to have taken part in the prosecution, Lord ESHER put the question thus: "Is the person in substance and in fact to be suspected of bias or improper motive?" In both these cases there was no reasonable ground of suspicion and the court decided against disqualification. There is equally no ground for suspicion that a solicitor will be biassed as a prosecutor in proceedings touching the privileges of the profession simply because he is a member of the Incorporated Law Society. To be a prosecutor he must also have some actual control over the prosecution. However important it may be to keep judicial proceedings from all semblance of unfairness, it is also important to base the allegation of partiality upon some substantial ground.

REVIEWS.

BOOKS RECEIVED.

The Annual County Courts Practice, 1898. Founded on Pollock & Nicol's and Heywood's Practices of the County Courts. In two volumes. Edited by WILLIAM CECIL SMYLY, Q.C., LL.B. Cantab., Judge of County Courts. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Extraordinary Cases. By HENRY LAUREN CLINTON. Harper Brothers.

Handbook to the Estate Duty (Finance Acts, 1894 and 1896). A Manual of Law and Practice. By ALFRED W. SOWARD, of the Legacy and Succession Duty Office, Somerset House. Supplement to the Second Edition, comprising the New Matter of a Third Edition. Waterlow & Sons (Limited).

The Magistrates' Annual Practice, 1898. Being a Compendium of the Law and Practice relating to Matters Occupying the Attention of Courts of Summary Jurisdiction. With an Appendix of Statutes and Rules, List of Punishments, Diary for Magistrates, &c. By CHARLES MILNER ATKINSON, M.A., LL.M., Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited). Price 18s.

The Law relating to the Friendly Societies Act, 1896, and the Collecting Societies and Industrial Assurance Companies Act, 1896. Together with an Appendix containing Model Rules and the Forms appended to the Treasury Regulations. By FRANK BADEN FULLER, B.A. (Oxon), Barrister-at-Law. Second Edition. William Clowes & Sons (Limited).

CORRESPONDENCE.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The question in dispute between Mr. Lake and myself is a very simple one. One reason why I contend that compulsory registration should not be experimentally adopted in the county of London is, that the body of officials that the system would bring into existence would make it practically impossible ever to put an end to the system however unsuccessful it might be. Mr. Lake replies that if the selected area be limited to the county of Middlesex the present staff at the Land Registry need not be increased, as the substitution of registration of title will, he asserts, not increase the work, and that in the event of failure the staff "will simply resume their present duties and there will be no increased costs to bear." Assuming that the area could be limited in accordance with Mr. Lake's views, a moment's consideration of the work to be done under each of the systems respectively will, I submit, prove conclusively that Mr. Lake is mistaken.

The registration of a deed at the Middlesex Registry is a very simple process indeed compared to what registration of title will be, even if only a certificate of possessory title is required. Under the present practice the solicitor brings in a memorial in a recognized form. This memorial, after being examined at the office with the deed, is indexed and filed, and registration is then complete. The whole is merely routine work which any clerk can do in a very short time.

Very different, however, is the work that has to be done to register a title. We are told that "fraud and error are rendered extremely difficult." This involves some, as yet, unexplained method of verifying the signatures, and perhaps of investigating the right of the grantor to convey. A plan has to be provided which Mr. Lake has himself spoken of as "a fertile source of difficulty and expense." Then the office "will draw up draft entries for the registrar, and in a few days the deed will be returned to the applicant and the draft entries will be settled with him." The worry, difficulty, and delay thus foreshadowed, especially if the matter is at all complicated, can only be imagined. Mr. Lake himself, in his paper which was read at Sheffield so recently as October last, said: "Every transaction will require more time and attention than is required for the registration of deeds, inasmuch as the act of the registrar under the Acts of 1875 and 1897 is executive and not merely ministerial."

There is another point. At present a uniform fee of 5*s.* is payable on the registration of a memorial, but under the new Act *ad valorem* charges are substituted. Up to £1,000 this charge (in the case of possessory titles) is 6*s.* per cent. Thus, on a purchase of £1,000, the fee of 5*s.* now payable is increased to £3. If the new work is, as Mr. Lake suggests, no greater than the present work, will he kindly explain why the fees are to be so enormously increased?

I think I am justified in asking again what is to be done with the officials that the new system will bring existence, if compulsory registration should turn out a failure?

J. S. RUBINSTEIN.

5, Raymond-buildings, Gray's-inn, Jan. 18.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. B. G. Lake, in his letter appearing in your issue of the 15th inst., says the Act of 1897 "contemplates the utilization of any existing land registry, and appears to point to Middlesex or Yorkshire as the area to be selected for experiment."

It does point to Middlesex, where there is an existing land registry (the only one in England), but not to Yorkshire, which has no land registry, but registers of deeds only for each of the three ridings.

EDWARD BRAMLEY.

6, Paradise-square, Sheffield, Jan. 18.

A MATRIMONIAL DISASTER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am acting for a client who married on the 1st day of December last, and on the 14th of December a child was born to his wife which was not his child, which child is admitted by the wife to be another person's other than her husband's child.

On the faith of a recent case, I advised my client to the effect that he would not be successful in any divorce proceedings, and the question which I desire to be explained is whether or not the husband, under the above conditions, is liable to maintain that child?

Could any of your readers kindly refer me to any cases? Also could any one oblige me by referring to a case in which it was decided that under the above circumstances the husband could not get a divorce?

Jan. 18. LEX.

[See 4 & 5 Will. 4, c. 76, s. 57, and *Moss* v. *Moss* (1897, P. 263).—ED. *S. J.*]

*** In reply to Mr. Mather's letter, printed *ante*, p. 183, it is the practice in the Chancery Division of the High Court of Justice to add in the heading or title of an action, after the name of an infant, the words, "By A. B., his guardian *ad litem*" in all orders subsequent to appearance.

CASES OF THE WEEK.

Court of Appeal.

GOWER v. COULDRIDGE AND OTHERS. No. 1. 17th Jan.

PRACTICE—PARTIES—JOINDER OF DEFENDANTS—JOINDER OF SEPARATE CAUSES OF ACTION AGAINST SEVERAL DEFENDANTS—ORD. 16, RR. 4, 5; ORD. 18, R. 1.

This was an appeal from an order of Day, J. The action was brought to recover damages from three defendants, C. V. Couldridge, A. Maw, and F. Newman, who were the promoters of a company called Richard Spurgeon (Limited), Couldridge and Maw being directors, and Newman the secretary. The plaintiff had applied for 500 preference shares in the company and had paid £500 in respect thereof. The plaintiff in his statement of claim alleged that the defendants Newman and Couldridge fraudulently conspired to promote and form the company for the purpose of buying and taking over a worthless business and to get the public, including the plaintiff, to take and pay for shares therein, their object being to receive for themselves large profits and emoluments and to shift the burden of the business on to those members of the public who might be induced to take shares. The plaintiff further alleged that the three defendants issued to the public, including the plaintiff, a prospectus containing untrue statements, which they knew to be untrue, and that he had been induced thereby to apply for the 500 shares. He further alleged that the three defendants were liable under the Directors' Liability Act, 1890. An order was made by the master that the plaintiff should elect whether he would discontinue the action against the defendant Maw or against the defendants Couldridge and Newman. On appeal Day, J., reversed this order. The defendant Maw appealed.

THE COURT (CHITTY and COLLINS, L.JJ.) allowed the appeal.

CHITTY, L.J., said the action was founded on three distinct torts committed—as to the second and third, by all three defendants, and, as to the first, by two only. In his opinion the case was entirely governed by the decision of the House of Lords in *Sadler* v. *Great Western Railway Co.* (45 W. R. 51; 1896, A. C. 450), where it was held that claims for damages against two or more defendants in respect of their several liability for separate torts could not be combined in one action. An attempt had been made in vain to distinguish that case from the present. The plaintiff's counsel having elected, if the court should consider that the judge's order could not be sustained, to have all the allegations relating to the fraudulent conspiracy struck out of the statement of claim, an order would be made to that effect.

COLLINS, L.J., concurred.—COUNSEL, *M. M. Macnaghten; Arthur Powell.* SOLICITORS, *Learoyd, James, & Mellor; T. Durant,* for *E. Cecil Durant,* Windsor.

[Reported by F. G. RUCKER, Barrister-at-Law.]

JAMIESON & CO. v. JAMIESON. No. 2. 12th, 13th, and 14th Jan.

INJUNCTION—LABEL—PROBABILITY OF DECEPTION—DEFENDANT A TRADER CARRYING ON BUSINESS IN HIS OWN NAME—PLAINTIFF AND DEFENDANT ENGAGED IN SAME BUSINESS, AND OF SAME NAME—PASSING OFF GOODS AS THOSE OF PLAINTIFF.

This was an appeal from a decision of Byrne, J., who had granted an injunction restraining the defendant, George Jamieson, from using in his business as a manufacturer and seller of harness composition certain labels which, the plaintiffs alleged, were calculated and intended to lead the public to believe that his harness composition was that of the plaintiffs, Jamieson & Co. It appeared that Aberdeen, where both the plaintiffs and the defendants wholly or partly carried on their business, was an important centre of the harness composition trade, and that all the makers there—of whom at least two besides the parties to the action traded under the name of Jamieson—sent their goods to the London market. The defendant sold his composition in boxes generally resembling the plaintiffs' boxes, but distinguished by having his full name on the lid. He appealed against the injunction granted by Byrne, J.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R., said: I do not think anything would be gained by taking further time, because the case has lasted some time, and Mr. Daldy, with his leader, has said everything that can possibly be said in support of the plaintiffs' application. This case is an extremely important one, not only to the plaintiff and the defendant, but to business people in general. It is necessary that we should not lose sight of the exact point we have to decide. We are asked to restrain a man from carrying on business in his own name, that is really what it comes to. I do not say that that can in no case be done. It can be done; there are cases in which it has been done, such as *Holloway* v. *Holloway* (13 Beav. 209), with which lawyers are familiar. In that case the court did restrain Henry Holloway, who had started selling his pills as "H. Holloway's Pills." There are perhaps one or two other cases of that kind, and there are cases of another class, where a man who had a name likely to be useful in a particular trade has been laid hold of by somebody who simply wants to make use of the name, and to avail himself of that name in order unfairly to get the benefit of the trade of somebody else. But when we are asked to restrain a man from carrying on business in his own name we must take very great care. The principle applicable to the case is this. First of all, the court ought not to restrain a man from carrying on business in his own name simply because there are other persons of the same name engaged in the same trade. It would be intolerable if the court were to interfere on such a ground as that. There must be far more than that; the person carrying on business in his own name must be doing it in such a way as to pass off his goods as the goods of someone else. The most recent case on the subject is the Yorkshire Relish case (*Birmingham Vinegar Brewery Co.* v. *Powell*, 1897, A. C. 710), where Lord Halsbury read with approval a passage from the judgment of Turner, L.J., in *Burgess* v. *Burgess* (3 D. M. & G. 204). His lordship says: "The proposition of law is one which has been accepted by the highest judicial authority and acted upon for a great number of years. It is that of Turner, L.J., who says in *Burgess* v. *Burgess*: 'No man can have any right to represent his goods as the goods of another person, but in applications of this kind it must be made out that the defendant is selling his own goods as those of another.'" What we have to satisfy ourselves of is this: that the defendant has been selling his own goods as the goods of the plaintiffs. That is the real point. Let us see how that works out. Of course it is true that it is very difficult for a plaintiff to make out such a case as this when he is dealing with a man carrying on business in his own name. I say nothing about the conduct of the present plaintiffs. I will assume that they are *bonâ fide* traders, trading in the name of Jamieson & Co., and carrying on business as manufacturers of harness composition in London as well as in Aberdeen. The form in which they have been in the habit of doing up their goods—whether you take the small shilling boxes or the larger flat boxes—is common to the sellers and makers of harness composition in Aberdeen and everywhere else. That is to say, such harness composition is generally sold by everybody in plain white tin boxes of the same size and general appearance, surrounded by a paper wrapper. That get-up is not at all peculiar to the plaintiffs. The plaintiffs were not the first to engage in this harness composition business in Aberdeen. There was a prior manufacturer, one Peter Jamieson, and he also sold his composition in plain white tin boxes of much the same size and shape. At one time Peter Jamieson complained of the mode in which the plaintiffs made up their boxes as being calculated to deceive, and the result was that a change was made to distinguish the plaintiffs' boxes. But so far as the paper wrapper and the general look of the thing are concerned, there is nothing to distinguish those boxes from Peter Jamieson's or any other manufacturer's. In consequence of the complaints which were made, the plaintiffs put diagonally across their boxes their own name, Jamieson & Co., in writing, and a trade-mark of a horse. Now, what the plaintiffs have to make out—and the mere fact that they are only one of several Jamiesons carrying on this trade in Aberdeen increases their difficulty—is that the defendant is passing off his goods as theirs. That is, in the circumstances, a very difficult thing to prove. As regards the real thing which distinguishes the plaintiffs' goods—their name—it seems to me there is no similarity at all; the similarity is only in those things which are common to the trade. Nobody contends that by customers who attend to that which distinguishes the plaintiffs' goods from other people's the defendant's can be, or ever are, mistaken for the plaintiffs'. The plaintiffs say that, notwithstanding the name "George Jamieson," which is printed in full on the lid of the defendant's boxes, his white tin boxes are not so dissimilar to the plaintiffs' as to prevent them from being mistaken for the plaintiffs'; and they gave evidence of actual mistakes having been made. Now, we must assume that there is nothing *malâ fide* on the defendant's part, and that he is really for his own purposes, in his own interest and not as the dummy of anybody else, endeavouring to create a business for himself in a manufacture for which he has the recipe, and to sell the goods in his own name. It is said that because, the defendant being of the same surname as the plaintiffs, his goods may be mistaken for the plaintiffs', he is bound to take special precautions to prevent confusion. I am not aware of any case which goes so far as that. Neither *Burgess* v. *Burgess* (*ubi supra*) nor any other case seems to me to be an authority for that proposition. In all the cases in which a person has been restrained from carrying on a business in his own name, he has done something more: actually copied some part of his get-up from somebody else, or somehow gone out of his way to make his goods look like those of a rival in the same trade. Assuming that the defendant is honestly carrying on business in his own name, and is selling his goods with the name "George Jamieson" fairly and conspicuously printed on the boxes, and seeing that the only resemblance between the get-up he has adopted and that used by the plaintiffs consists in the features common to the whole trade, I am not aware of any authority which shews that he can properly be interfered with. But then it is said that the defendant is not acting honestly, and that what he has done shews that he is scheming to get the

business of the plaintiffs. If the plaintiffs can make that out they are entitled to succeed. But when one comes to look at the case made in support of that it crumbles away to nothing. I cannot see from first to last that it is made out that the defendant has been doing more than struggling to obtain a business under his own name. I do not see anything in his whole conduct which can be laid hold of by a court of law as evidence of bad faith. What is there to shew that he is attempting unfairly to obtain the business of the plaintiffs, or to pass off his goods as theirs? The more one rivets one's attention to the rule that what the plaintiffs have to make out is, not that the defendant is a trade rival of the plaintiffs, but that he is endeavouring to pass off his goods as those of the plaintiffs, the more completely the case appears to crumble away. The point on which I differ from the learned judge below is this. I think the learned judge was correct in his view of the facts, so far as these are really material, except in this: that he did not give sufficient weight to the fact that the get-up of the defendant's goods is similar to that of the plaintiffs' goods simply because both contain those features which are common to the plaintiffs and every one of the other vendors of this harness composition. The defendant, as I have said, is not proved to have copied anything peculiar to the plaintiffs. In not attributing more weight to that fact, which is very important, I think the learned judge has gone wrong. If the plaintiffs had been the only vendors of this harness composition, and if the defendant had chosen to get-up his harness composition in the same way as the plaintiffs did theirs, I should have thought that there was a very strong case for an injunction. I confess it seems to me that—though, no doubt, this case is one of suspicion—the evidence against the defendant, when examined, crumbles away. I think we cannot affirm the learned judge's decision without saying that the plaintiffs have a right to exclude from rivalry with them in this business everybody of the name of Jamieson. I think the argument for the plaintiffs breaks down, though I admit that the case is a difficult one. I think it is also an extremely important one. The learned judge's view cannot be supported, and the appeal must be allowed, with costs here and below.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Astbury*, Q.C., and *Waggett*; *Eve*, Q.C., and *Daldy*. SOLICITORS, *Van Sandau & Co.*; *Honey & Mellersh*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Re **A. M. WHITE.** No. 2. 17th Jan.

PERSON OUT OF JURISDICTION OF UNSOUND MIND NOT FOUND—CURATOR APPOINTED ACCORDING TO LAW OF JERSEY—JURISDICTION OF COURT TO REFUSE TRANSFER OF PROPERTY WITHIN THE JURISDICTION—DISCRETION—LUNACY ACT, 1890 (53 VICT. c. 5), s. 134.

This case raised the question whether the court is or is not bound to exercise the power conferred upon it by section 134 of the Lunacy Act, 1890, or whether it has a discretion to refuse to exercise such power. The above-mentioned A. M. White went to Jersey many years ago and has ever since resided there. She was married there and is now a widow. Having become of unsound mind, a curator of her estate was appointed according to the law of Jersey. Evidence was furnished that such curator was, according to the law of Jersey, entitled to obtain possession of all her property. Part of such property consisted of shares standing in the books of a company in England. The curator therefore made this application under section 134 for the appointment of a person to transfer such shares, claiming such transfer as of right, and he filed no evidence to show the purposes for which he required such transfer. Section 134 of the Lunacy Act, 1890, is as follows: Where any stock is standing in the name of or vested in a person residing out of the jurisdiction of the High Court the judge in lunacy, upon proof to his satisfaction that the person has been declared a lunatic and that his personal estate has been vested in a person appointed for the management thereof, according to the law of the place where he is residing, *may* order some fit person to make such transfer of the stock or any part thereof to or into the name of the person so appointed or otherwise, and also to receive and pay over the dividends thereof as the judge thinks fit. The application was made by summons, and was adjourned into court. The applicant urged that the power conferred by the above section was in effect a power in the nature of a trust, and that the word "may" therefore ought to be read as "must."

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) refused to make the order asked for.

LINDLEY, M.R.—I think we all take the same view of this case. This application has been adjourned into court in order to have decided the point whether we have any jurisdiction to refuse to order the transfer of this property. In my opinion the applicant has put his case too high. It is not our duty to part with the possession of this property without exercising some discretion. The section on which the point arises is section 134 of the Lunacy Act, 1890. [His lordship read the section:] Well, now the applicant has brought himself within this section so far as to give him the right to make the application. In *Re Brown* (44 W. R. 17) this court put an extensive, rather than a restrictive, interpretation on the word "vested," and having regard to that decision it seems to me we are quite right in saying that this property is vested in the applicant according to the law of Jersey. What ought we to do? We should be running counter to what has been the practice in equity for 150 years if we were to hold that we have no discretion to refuse this order. The case of *Julius* v. *Bishop of Oxford* (28 W. R. 726) does not carry the case far enough. If the decisions are looked at it is to my mind clear almost to demonstration that we have discretion in making these orders. The law is as old as Lord Hardwicke's time, that if anybody were to apply for an inquisition as to the sanity of a person resident abroad and having property in this country, this court would have jurisdiction to appoint a committee and to administer the estate. How, then, can it be incumbent upon this court to hand over such property to a foreign committee? The real truth is that the jurisdiction of the court over lunatics who have property within the jurisdiction cannot be ousted by such ambiguous words as those which we have here. In *Re Brown* the court was satisfied that the property was, in fact, required for the maintenance of the lunatic. This case was adjourned into court in order to have the question of jurisdiction decided, and the application must go back to chambers in order that evidence may be filed to satisfy the court that it is a proper case for the exercise of its discretion.

RIGBY and VAUGHAN WILLIAMS, L.JJ. concurred.—COUNSEL, *J. G. Wood*. SOLICITORS, *Bennett & Co.*

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

High Court—Chancery Division.

Re **FETHERSTONHAUGH'S SETTLEMENT.** North, J. 18th Jan.

SETTLED LAND—HEIRLOOMS—APPLICATION FOR SALE BY TENANT FOR LIFE.

This was an application for the consent of the court to the sale of heirlooms under the following circumstances. By her will, dated the 7th of February, 1896, Miss Frances Bullock Fetherstonhaugh left property, including the Uppar estate, in Sussex, and an estate at Hoxton, and her residuary personal estate to the applicant for life, with remainder to the respondent for life, with remainder to his children in tail. The testatrix expressed a desire that the person entitled for life should actually reside in the mansion, and that the same should not be let or sold. She also left plate, furniture, and pictures, which she directed to go as heirlooms. The testatrix left annuities and pensions amounting to £480 per annum. Her net personalty amounted to £31,700, yielding an income of £870 per annum. The real estate yielded a gross income of £5,700, but a net income of £1,900. The applicant was bound to pay succession duty by eight instalments of £644 per annum, with 3 per cent. interest on the amount for the time being unpaid, and under the circumstances it was impossible for him to reside at the mansion-house. The heirlooms were valued at £18,000 in all, and he now applied that heirlooms valued at £14,900 might be sold, as the resulting income would enable him to reside. The remaindermen opposed the application.

NORTH, J.—The first tenant for life desires that heirlooms valued at £15,000 should be sold. In his application he thinks he is doing what is best for himself and those who come after him. In deciding against him I acquit him of acting selfishly. In the house there is furniture, plate, &c., to the value of £18,000, and £15,000 worth is desired to be sold, including practically everything of special value. Is there anything to warrant the sale? It is contrary to the expressed wish of the testatrix; but of course that cannot be helped if the sale is expedient. But no reason is given for a sale now: there is no special opportunity of obtaining an unusually good price; no offer has been made that is not likely to be repeated. Further, the first tenant for life is not the head of the family; in no case can his children take the estate. If the heirlooms are sold for £15,000, only about £12,000 will come to the estate, and the income from that will not amount to very much. The tenant for life is now incommoded by succession duty charges; but, if he can weather his immediate difficulties, that charge and annuities and pensions will gradually cease. The persons in remainder do not regard a sale as desirable. Unless there can be some agreement as to the sale of part of the heirlooms, I make no order, except that the trustees pay the costs of all parties out of the estate.—COUNSEL, *Swinfen Eady*, Q.C., *E. Ford*, and *W. H. Cozens-Hardy*; *Macnaghten*, Q.C., and *B. Farrer*. SOLICITORS, *Carr, Robinson, & Co.*; *Nicholl, Manisty, & Co.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

High Court—Queen's Bench Division.

BUCKLEY *v.* **HANSON.** Div. Court. 14th Jan.

LOCAL GOVERNMENT—HIGHWAY AUTHORITY—MEMBER INTERESTED IN CONTRACT—PENALTIES—HIGHWAY ACT, 1835 (5 & 6 WILL. 4, c. 50), s. 46 LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), ss. 25, 46.

Case stated by justices for the West Riding of Yorkshire. The respondent was a member of the rural district council of Saddleworth, and had let for hire to that council a team of horses for employment in the repair of roads under the control of that council. These proceedings were taken to recover penalties from the respondent, it being alleged that he was a surveyor of highways, and that, by having entered into the above-mentioned contract, he had committed a breach of the provisions of section 46 of the Highway Act, 1835. That section provides that "if any surveyor shall have any part, share, or interest directly or indirectly in any contract or bargain for work or materials to be made, done, or provided upon for or on account of any of the highway or other works under his care or management or shall upon his own account directly or indirectly use or let to hire any team . . . to be used or employed in making or repairing such highway or other works" (unless with a licence from the justices), "he shall forfeit for every such offence on conviction any sum not exceeding £10." By section 25 of the Local Government Act, 1894, the powers, duties, and liabilities of any highway authority in the district are transferred to the rural district council, to whom

are also given as respects highways "all the powers, duties, and liabilities of an urban sanitary authority under sections 144-148 of the Public Health Act, 1875." Under section 144 of the Act last referred to an urban authority are within their district to execute the office of and be surveyors of highways and have exercise and be subject to all the powers, authorities, duties, and liabilities of surveyors of highways. A rural district council is thus in the same position with regard to highways in their rural district as an urban district council with regard to highways in their urban district. By section 46 of the Local Government Act, 1894, a person is disqualified for being a member of a district council if he is concerned in any bargain or contract entered into with the council; but by sub-section (2) (*a*) of that section the disqualification is not to apply where the contract by the member is "for the supply from land of which he is owner or occupier of stone, gravel, or other materials for making or repairing highways or bridges or in the transport of materials for the repair of roads or bridges in his own immediate neighbourhood." It was admitted that the roads upon which the respondent's team was to be used were in his own immediate neighbourhood; but it was contended on behalf of the appellant that the effect of the legislation referred to was to make each member of a rural district council a surveyor of highways and so liable to a penalty for an infringement of section 46 of the Act of 1835, which is unrepealed. *Barton* v. *Piggott* (44 L. J. M. C. 4) was cited.

THE COURT (DAY and LAWRANCE, JJ.) held that the individual members of a district council are not surveyors of highways, and that the respondent was not liable. Appeal dismissed.—COUNSEL, *Macmorran*, Q.C., and *Harper*; *C. A. Russell*, Q.C., and *Mallinson*. SOLICITORS, *Learoyd, James, & Mellor*, for *Meller*, Huddersfield; *Busk & Co.*, for *J. Bradbury*, Ashton-under-Lyne.

[Reported by T. R. C. DILL, Barrister-at-Law.]

M'LEAN *v.* **MONKS.** Div. Court. 14th Jan.

DISEASES OF ANIMALS—SALE OF SWINE—DISEASES OF ANIMALS ACT, 1894 (57 & 58 VICT. c. 57)—MARKETS AND FAIRS (SWINE-FEVER) ORDER OF 1896.

Case stated by justices. The respondent, a farmer, who had sold two pigs but had not delivered them to the purchaser, placed these animals, together with other pigs, in a cart and drove them within a district to which the Markets and Fairs (Swine Fever) Order, 1896, applied, delivering the two sold pigs to the purchaser and offering the other pigs for sale and selling them at various farms. The question was whether by so doing he had "held a sale" within the meaning of the order referred to. That order was made by the Board of Agriculture on the 11th of December, 1896, under section 32 (19) of the Diseases of Animals Act, 1894. Clause 2 of the order provides that "no market, fair, sale, or exhibition of swine shall be held in a district to which the order applies except as expressly authorized by this order." Clause 4 provides for the holding of sales of swine in certain cases and with the licence of the local authority. Clause 15 provides that if a sale is held in contravention of the order the owner or consignee of each pig exposed thereat, and the person exposing the same thereat (and certain other persons), shall each, according to his own acts and defaults, be deemed guilty of an offence against the Act of 1894. The justices declined to convict the respondent. In support of the appeal it was argued that the action of the respondent in driving the pigs in search of purchasers was as much holding a sale as if the purchasers had been invited to come to his farm to purchase the animals.

THE COURT (DAY and LAWRANCE, JJ.) held that the acts of the respondent did not amount to holding a sale, and that the justices were right in dismissing the case. Appeal dismissed.—COUNSEL, *Pickford*, Q.C., and *Clay*; *Ogle*. SOLICITORS, *Ridsdale & Son*, for *F. C. Hulton*, Preston; *W. W. Comins*, for *Henry N. Bryan*, Hindley.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Solicitors' Cases.

Re **DAVIES (A SOLICITOR)** and *Re* **"THE SOLICITORS ACT, 1888."** Div. Court. 14th Jan.

SOLICITOR—PROFESSIONAL MISCONDUCT—CONCEALMENT OF WILL—PREPARING INACCURATE AFFIDAVIT.

In this case, an important one owing to the peculiar description of facts, an application was made by Meryck M. Williams, a surgeon, residing at Dalbeattie, N.B., that William Robert Davies, of Dolgelly, Merioneth, might be struck off the roll on the ground of professional misconduct. In October, 1897, there was an inquiry before the statutory committee. The charges then made were that the respondent conspired with Robert N. Williams and Sarah Williams to fraudulently suppress the will of one Ann Hartley, which came into his hands in July, 1893, by virtue of which the complainant was entitled (*inter alia*) to a moiety of certain estates, of which the respondent's clients were in possession, and that the respondent assisted the said R. N. Williams and S. Williams to deal with the estates as if they were solely entitled to them from July, 1893, until March, 1896, when the facts were disclosed. The committee reported that the charges of fraud and conspiracy on the part of the respondent had not been made out, but that his conduct was extremely reprehensible, and they came to the conclusion that he had acted *bond fide* though very unwisely and improperly, and they therefore did not find him guilty of professional misconduct. The more important facts of the case are as follows: The respondent was admitted a solicitor in 1869, and practises at Dolgelly, Barmouth, and Towyn, in North Wales. Robert N. Hartley (who was the complainant's grandfather on his mother's side) was possessed of two estates near Dolgelly known as the Llwyn and Hendreinan estates. He died intestate on the 6th of April, 1860. One-half of his estates went to his daughter, Ann Hartley, and the other to the heir of his second daughter—namely, Thomas H. Williams, the eldest brother of the complainant. Ann Hartley died on the 24th of February, 1886, as it was supposed, intestate. Thomas H. Williams then entered into possession of her moiety as her heir-at-law, and remained in possession of both estates during his life. He died on the 18th of March, 1891, without issue, having by his will devised the Hendreinan estate to his wife, Sarah Williams, and the Llywn estate to his brother, Robert N. Williams. They each entered into possession. On the 26th of March, 1896, the complainant received a telegram from the respondent summoning him to the death-bed of Robert N. Williams. On arriving he was informed by his brother's wife that a will made by Ann Hartley had been discovered On the following day the complainant called on the respondent, who informed him that a will of Ann Hartley had been found, but that he could not say whether it was a valid one, to which the complainant replied that he would give it a trial. The respondent said that he could not act for the complainant, as he was acting for the other side, but that his advice would be to have a settlement. Robert N. Williams died on the 2nd of April, 1896. On the 9th of April, 1896, an interview took place between the complainant, Mr. Adams, his solicitor, and the respondent, at which the respondent produced the will, and said that he had known about it since 1893. By this will it appeared that the complainant was entitled to a legacy of £1,000 and to the testatrix's estate after the life interest of her eldest brother, Thomas H. Williams, who had died in 1891. The will was prepared by Griffith J. Williams, a solicitor, of Dolgelly, and was dated the 19th of November, 1868. Probate in solemn form was decreed, and the complainant entered into possession under the will of the undivided moiety of the estates. The circumstances under which Ann Hartley's will came to the knowledge of the respondent were as follows: Upon the 21st of January, 1892, Charles Millard, who was a solicitor at Dolgelly, and who had acted for Robert N. Williams and Sarah Williams, died, and the respondent acted for his widow in the winding up of his affairs and eventually bought his practice. Among his papers was a sealed packet containing the will made by Ann Hartley, of the existence of which Millard had told his wife. Robert N. Williams told Mrs. Millard that he did not wish this packet to be given to any local solicitor. In July, 1893, Mrs. Millard had occasion to open the parcel which contained this packet and after consulting a Mr. Lloyd, a solicitor, she opened the packet containing the will and saw the name of Dr J. E. Jones, the attesting witness. She then went to see the respondent and told him what she had done, whereupon he asked to see the will and said that as he acted for Sarah Williams, who was the executrix to the executor named in the will, he was the proper person to take it, to which she assented on condition that he should make it known to Sarah Williams. The document was kept in the respondent's safe from that time until 1896. The respondent's explanation before the committee was as follows: He said that Robert N. Williams and Sarah Williams had been clients of Griffith J. Williams and afterwards of Millard; that in July, 1893, Mrs. Millard called on him and said that she had a bundle of papers belonging to the Llywn estate, which she wished to hand over to him. A few days after she called with a parcel containing the will which she had been advised by David Lloyd to hand over to the executor. The respondent opened it, found two wills and a codicil, and saw that the executor named was T. Humphrey Williams, who had died in 1891, having appointed Sarah Williams his executrix. He glanced through it and found that it made a difference in the devolution of the estate. He put it in his safe and told Mrs. Millard that he would consult Mrs. Williams, shew it to her, and follow her instructions. He obtained an authority from Robert N. Williams to Mrs. Millard that the papers should be handed to himself. The respondent said that he frequently asked Mrs. Williams and Robert N. Williams for permission to disclose the will but they refused to consent. The respondent said that in his opinion he had no right to disclose the existence or nature of the will without his client's consent. Several transactions with reference to the property took place between July, 1893, when the respondent received the will, and its disclosure to the complainant in March, 1896, the respondent continuing to act as solicitor for Robert N. Williams and Mrs. Williams. In September, 1894, the respondent at the request of Robert N. Williams prepared a lease by him to Mrs. Anne Jones of a house on the Llwyn estate. The lease recited that under the will of T. H. Williams Robert N. Williams was beneficially entitled to the possession of the premises therein demised for his life, and it was executed by him. The respondent in cross-examination said that he was of opinion that Ann Hartley's will could not stand, and that when the probate suit was over the recital would be an accurate description of the lessor's title. Upon the 9th of November, 1894, an originating summons was issued by a creditor to administer the estate of T. H. Williams. The defendants were Sarah Williams, the executrix, and Messrs. Williams and Groshole, the trustees. The respondent acted as solicitor for all the defendants, and on the 15th of January, 1895, an order was made directing Sarah Williams to file an affidavit of the testator's real and personal estate, and after a motion for her attachment had been made, she, on the 23rd of May, 1895, filed an affidavit which had been prepared by the respondent's London agent and approved by him, paragraph 8 of which is as follows: "I have, according to the best of my knowledge, remembrance, information, and belief, set forth in the third schedule written hereunder the particulars of all the real estates which the said testator was seised of or entitled to at the time of his death." The third schedule referred to included the whole of the Llwyn and Hendreinan estates. The respondent pointed out to Mrs. Williams that this was not correct, but she said that the affidavit must say that he died possessed of all. Subsequently, the respondent consulted counsel as to his position, and was advised that

his proper course as a professional man was to inform his clients that they ought to make known the existence of the will, and unless they gave him authority to do so he should decline to act further for them in the matter. It was stated that after receiving this advice the respondent did nothing further in respect of the property affected by the will. The committee reported that the charges of fraud and conspiracy on the part of the respondent had not been made out, but that his conduct in continuing to act for Mrs. Williams and R. N. Williams with knowledge that they were postponing the disclosure of and, therefore, in fact, keeping back the will and so depriving the claimant of the benefits to which if it were valid he was entitled, and in allowing Mrs. Williams to make the affidavit above referred to without disclosing the will was extremely reprehensible. Having regard, however, to all the circumstances appearing in the report and to the high character given to the respondent, the committee reported that they were able to accept the respondent's explanation and to come to the conclusion that he acted *bonâ fide* though very unwisely and improperly, and they therefore did not find him guilty of professional misconduct. The complainant now applied to the court to hold that the respondent had been guilty of professional misconduct and to strike his name off the roll.

WRIGHT, J.—I think we have jurisdiction to deal with the respondent's conduct, even though the committee have not convicted him. In the case of *Re Crowdy* (11 T. L. R. 406) Lord Russell, C.J., says that he there thought it necessary, in reading the report of the committee, to go into those matters in which the committee had not found an adverse finding, as well as into those matters in which they had found an adverse finding. And he then goes on to give his reasons—namely, that though the court would treat with great deference the findings of the committee, it was not bound by those findings, and if therefore there were facts on which the respondent ought to be found guilty, the court may find him guilty, though the committee has acquitted him. In this case we have therefore now to form our own opinion whether we ought to impose any punishment upon the respondent. I can well understand the view the committee have undertaken. The respondent is a man who hitherto has been possessed of an honourable record, and no doubt it did not appear at first that his conduct would lead to anything wrong, but he fell into a false position which became worse as time went on. I do not think that he had any personal interest or wrong motive in following the line of conduct which has been detailed in the report before us, but that is not sufficient to exonerate him. I have come to the conclusion that the committee were too lenient in the decision they arrived at. It would be a great slur upon a very honourable profession if it might be thought that a solicitor might, in any possible event, advise and assist his client to commit perjury, and especially in cases where property is involved. A solicitor may not advise a client to omit a material document in an affidavit of documents. It is the solicitor himself who settles what documents are to be mentioned, and he cannot shelter himself behind his client. Then comes the other point. The respondent was engaged in actively concealing this will. The effect of his doing so was that for three years the claimant was kept out of an income of about £1,000 a year. Then in October, 1895, the respondent took counsel's opinion, and from that time he did nothing that was not correct, and I think we must take cognizance of that. I think on the whole that the proper sentence is that the respondent be suspended from practice for two years, and that he pay the costs of the inquiry and of this motion.

DARLING, J.—I am of the same opinion. I do not think that we can possibly take a more lenient view than my learned brother has done. The respondent's responsible and respectable position is rather an aggravation than otherwise of the matter. The fact that the dishonest course pursued by his clients was not at once denounced by a person in the respondent's position may well have encouraged them to act as they did. The respondent not only concealed the fact that there was a flaw in his clients' title, but also took active steps to enable them to dispose of their property. But he went further than this, for he also prepared what he knew would be a perjured affidavit. It is true he pointed this out to his clients, but when they insisted upon the affidavit remaining in that form he did not refuse to act for them. This conduct on the part of the respondent the committee described as reprehensible. I think these acts merit punishment. It is our duty to see that the officers of this court do not enable persons to commit crimes. Then we come to the other matter—namely, the will. For two whole years the respondent conceals this document and then he takes opinion of counsel. I should have thought that a person holding the position of the respondent would have known at once what was his duty and would have no need to consult counsel what he ought to do. He should have adopted a more straightforward policy. The moment he found the will and any intention to conceal it he should have refused to be a party to it at all. I think his conduct amounts to professional misconduct. Appeal allowed with costs. The order of the court was that William Robert Davies, solicitor, of Dolgelly, in the county of Merioneth, be suspended from practice for two years and pay the costs of the inquiry and the motion, the order to run from the 1st of March next.—COUNSEL, *Carson*, Q.C., and *Foote*, Q.C.; *Asquith*, Q.C., and *S. T. Evans*. SOLICITORS, *Clayton, Sons, & Fargus*; *T. D. Jones*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Re **WHITE, PENNELL** *v.* **FRANKLIN.** Kekewich, J. 13th Jan.

SOLICITOR — EXECUTOR — POWER TO MAKE PROFESSIONAL CHARGES — CREDITOR'S ACTION—INSOLVENT ESTATE.

This was a summons on the further consideration of a creditor's action against the estate of a deceased testator for the determination of the question whether a solicitor who was sole executor and trustee of the testator's estate was entitled to his profit costs of the action which he had defended in person. A clause in the testator's will appointed the executor solicitor of the estate and empowered him, notwithstanding his executorship, to make professional charges, but the estate was insolvent and the creditors therefore contended that the power to charge was in the nature of a legacy and could not take effect against the creditors.

KEKEWICH, J.—It is not my duty to consider whether my decision may or may not be hard upon the solicitor, neither can I consider whether the estate would be better off by his acting and charging or whether it would not. I must consider only the facts. A solicitor, by a clause in this will, which is very common, is allowed to charge profit costs notwithstanding that he is executor and trustee of the will. He is the sole executor, and the estate is insolvent, and the question is whether he is entitled to charge his profit costs against an insolvent estate. This power in the will is really a gift by the testator upon a condition. It is a gift to the solicitor of the power of charging for costs which he would not otherwise have if he chooses to act as executor. It is for him to say whether he will or will not act. He does act and must therefore take the risks of getting paid out of the estate. It seems to me it must be a matter of bounty, for but for this clause he could not charge at all for profit costs. It is a gift by the testator to the solicitor which the law does not give. The testator in fact says I give to my trustee and executor the right to act as solicitor and charge therefor. That is just as much a legacy as a gift of £100 would be. There is no difference between giving profit charges and giving a sum of money. It is a legacy chargeable with legacy duty, and unless I am at fault, legacy duty has been charged as against solicitors by the Revenue department. If it is a legacy the whole question is settled, because a legatee cannot compete with a creditor, he can only come in after a creditor. A legacy can only come out of such part of the estate as is left after paying the debts and testamentary expenses. This is not a debt, but a bounty, and therefore fails as against the creditors. It may seem hard upon the solicitor, but he must take his risk. The law is as I have said, and I have nothing to do with the propriety of it.—COUNSEL, *Church*; *J. G. Wood*. SOLICITORS, *Maitlands, Peckham, & Co.*; *S. Franklin*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Re **A SOLICITOR**; *Ex parte* **THE INCORPORATED LAW SOCIETY.** Div. Court. 13th Jan.

SOLICITORS—APPLICATION TO STRIKE OFF THE ROLLS—SOLICITOR STRUCK OFF THE ROLLS BY COLONIAL COURT—ORDER OF COLONIAL COURT—DISCRETION OF COURT TO ACT UPON PRODUCTION OF ORDER.

Application on the part of the Incorporated Law Society to strike off the roll of solicitors the name of a solicitor on the ground that he had already been struck off the roll of solicitors by the Supreme Court of the Cape of Good Hope on the ground of professional misconduct in having there misappropriated the moneys of a client. The solicitor was personally served with notice of the application, but was not represented on the present hearing. The solicitor was admitted in this country in the year 1880 and practised in this country until 1894, when he proceeded to the Cape, and was there admitted a solicitor. In the beginning of 1896 a rule was made absolute striking him off the rolls of the Supreme Court of the Cape of Good Hope on the ground that he had collected and received on behalf of a client a sum of money which he had misappropriated. The application now made to strike the solicitor off the rolls in this country, on the ground that he had been struck off the rolls by the Supreme Court of the Cape of Good Hope, was a novel one, and one for which no precedent could be cited, and the application was based merely on the order of the Supreme Court striking the solicitor off the rolls, there having been no inquiry here by the statutory committee, and the question now was whether the court ought, merely upon production of the order of a colonial court striking a solicitor off the rolls, also strike the solicitor off the rolls in this country. In support of the application it was urged that, although there was no precise precedent for the application, the case ought to be decided according to the old practice, that where an application of this kind was made to the Court of Common Pleas, for instance, the Court of Common Pleas, on being informed that the Court of Queen's Bench had exercised their discretion in striking a solicitor off the rolls, abstained from going into the facts, but made the order on the mere presentation of the order of the Queen's Bench: *Re John Collins* (18 C. B. 272), that according to that practice the solicitor ought to be struck off the rolls in this country merely on the production to the court of the order of the colonial court striking him off for professional misconduct, and that in fact the solicitor in this case had personal notice of the application, and there could not be any hardship upon him as he could attend and explain the circumstances; whereas, if the court refused to act upon such order the result would be that a person so struck off by the Court of the Colony could come to this country and practise here as a solicitor; and that in most cases it would be extremely difficult to have an investigation of the facts in this country.

THE COURT (WRIGHT and DARLING, JJ.) dismissed the application.

WRIGHT, J.—It seems to me that no one can complain in any way of the Incorporated Law Society in having sought the help of the court on a point of this importance; but, in my judgment, the application is not one we can properly grant. It is entirely without precedent, because the suggested precedent of the comity which existed between the various branches of the common law courts before they were united by the Judicature Acts is not one that can guide us at all. Although having separate provinces to some extent, they were courts mostly of co-equal jurisdiction; all of them deriving their power practically from the same sovereign and acting in close harmony with each other, and having to do with a body of solicitors who were, generally speaking, officers of each of these courts, and it was only natural that, when any court had pronounced on the conduct of a solicitor, the other courts would feel them-

selves bound to follow it. But this case goes far beyond any case of that kind. There must have been numerous instances, one would suppose, in which persons who are on the roll of solicitors in this country, have committed offences in their capacity of solicitors in colonies or other parts of the Queen's dominions, as well as in foreign countries, and it must often have been desirable that they should be punished here, if possible, for offences of that kind, but no such case has been shown. The difficulties appear to me to be quite insuperable. How are we to say what description of court we are to treat with such respect that we are to accept their decision as enough to justify us in acting here? I do not know whether it is suggested that we ought to take that view of the decisions of strictly foreign courts, or whether the decision of every small colony ought to be acted upon by this court, without inquiry by this court on its own account. We do not know what the procedure may be in these cases; we do not know what their rules of evidence are, and here we know absolutely nothing of the facts of the case. The only evidence before us is an affidavit of the president of the Incorporated Law Society of the Cape of Good Hope, who says that an action had been tried, and that from the facts proved in that action it appeared that the offence was committed. Of course that is the merest hearsay. We are quite unable to judge for ourselves what the real gravity, or what the real nature of the facts alleged against the solicitor, may have been. There is nothing to guide us to form our judgment as to whether the sentence of the court there was properly pronounced, or whether the punishment was too severe or not severe enough, or was the right punishment. I certainly cannot bring myself to think that simply because a court in a colony has struck a solicitor off the rolls, therefore we ought to accept their decision as guiding us, not merely as to the fact of the misconduct, but as to the degree of punishment to be inflicted. I do not at all say that there may not be cases in which the court ought to act, and probably would act, if the facts were brought up in a proper way, on evidence which was legal evidence; and if it could see clearly what it was that the solicitor had done and that the sentence or punishment inflicted by the colonial court was such as we should, according to our own practice, be inclined to inflict here. I do not think in this case we have sufficient information even to raise these questions.

DARLING, J.—I agree, and I only say this. I desire to speak with every regard for the decisions of the courts of the colonies; but at the same time I cannot see that there is any real analogy between the Court of the Cape of Good Hope, or any other distant colony, and the Court of Queen's Bench, or the Court of Common Pleas, or the Court of Exchequer, which were not only courts sitting in this country, but sitting within a very few yards of one another—all in the same building at Westminster Hall; and therefore the procedure of the judges of one court was necessarily thoroughly understood by the judges of the others, and the kind of evidence on which they would act was thoroughly understood. There was this other fact, that they could easily, if they were in any doubt as to whether they would act simply on decisions of the other court with regard to the discipline of its officers, ascertain what was the evidence in any particular case. Therefore I can very well imagine that they would apply a rule to the decisions with regard to officers of any of those courts which they would not apply to decisions with regard to their officers come to in very distant courts. If there were any evidence at first hand—not merely hearsay, which is all there is in there affidavits—of what it was that this solicitor had done, then I think this court would regard the decision arrived at by the Supreme Court of the Cape of Good Hope, or any court holding a similar position, with great deference, and would give it its proper weight in coming to a decision; but I do not think that, having no evidence whatever but a mere statement that the court has struck a solicitor off the rolls, this court ought to say without further inquiry that they will simply do the same thing.—COUNSEL, *Hollams*. SOLICITOR, *E. W. Williamson*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

14 January.—RICHARD TUCKER, the younger (Bridport, Dorset).
14 January.—DAVID THOMAS PHILLIPS.

SOLICITOR SUSPENDED FOR A YEAR.

14 January.—WILLIAM HOLLOWAY BOTT (Oswestry).

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re **PIXTON AND TONG'S CONTRACT.** Byrne, J. 18th Dec.

VENDOR AND PURCHASER—DEVISE OF REAL ESTATE TO TRUSTEES, THEIR HEIRS AND ASSIGNS—POWER OF SALE TO THE "TRUSTEES FOR THE TIME BEING" UNDER A WILL—EXECUTORS OF SURVIVING TRUSTEE—CONVEYANCING ACT, 1881, s. 30.

This was a summons under the Vendor and Purchaser Act, 1874, in the Manchester district registry by the purchasers of certain freehold hereditaments forming part of the estate of William Hampson, of Brightmeet Hall, Brightmeet, in the county of Lancaster, who died on the 12th of October, 1851, for a declaration that the respondents, the vendors, were not entitled to convey the hereditaments in fee. The facts of the case were as follow: William Hampson, by his will dated the 19th of June, 1850, devised all his real estate unto and to the use of his wife, his daughter, Mary, and his sons, William, Richard Hamer, John, and Daniel, their heirs and assigns, upon certain trusts. And the will empowered the "trustees for the time being" thereof to sell all or any part or parts of the said real estate. Richard Hamer, the last surviving trustee, died on the 13th of May, 1892, having by his will appointed the respondents his executors, who, after his death acted as trustees of the estate of William Hampson, and, as such, entered into a contract with the applicants for the sale of the hereditaments in question. The question was whether the respondents as executors of Richard Hamer Hampson could, under section 30 of the Conveyancing Act, 1880, sell and convey the real estate of W. Hampson in fee.

BYRNE, J., held that the power of sale contained in the will of William Hampson was exercisable by the respondents under section 30 of the Conveyancing Act.—COUNSEL, *Milne; Stewart Smith*. SOLICITORS, *Thomas Ward*, Manchester; *Ashwell, Browning, & Tatin*, for *Thomas Hughes*, Bolton; *Ashwell, Tatin, & Co.*, Manchester.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

HENDERSON'S TRANSVAAL ESTATES (LIM.) *v.* BARNATO BROTHERS. Byrne, J. 20th Dec

SPECIFIC PERFORMANCE—MINING CLAIMS—MINING LAW OF SOUTH AFRICAN REPUBLIC—"CLAIMS OR THEIR EQUIVALENT"—JURISDICTION.

This was an action for specific performance of a contract to purchase claims in the Transvaal. There was originally a counter-claim, but it was abandoned. The facts were as follow: By an agreement of the 10th of April, 1895, the plaintiffs agreed to sell to the defendants "100" "claims or their equivalent" on a farm known as Palmietfontein in the Transvaal Republic. The word "claim" has in Transvaal law a definite meaning, and it is not lawful to dig or prospect for precious metals until a farm has been proclaimed for public digging. The defendants submitted that there had been no proclamation of the right of public digging on the plaintiffs' land, and that the plaintiffs had no right to dig or prospect for precious metals. Questions of South African law were also raised.

BYRNE J., held that this was a case in which the English Courts had jurisdiction. If the words in the contract had only been "100 claims" there might have been some force in the defendants' contention. But the words were "claims or their equivalent." On the evidence his lordship held that the defendants were aware that the farm had not been proclaimed, and that the words "or their equivalent" had been inserted at their suggestion. His lordship held that the plaintiffs were entitled to specific performance and costs.—COUNSEL, *Astbury*, Q.C., and *L. M. Richards; Eve*, Q.C., and *Leonard*. SOLICITORS, *Hepburn, Son, & Cutliffe; Ashurst, Morris, Crisp, & Co.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

In pursuance of the resolution passed at the adjourned annual general meeting, held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, the 28th inst., at two o'clock precisely, to consider the subjects hereinafter mentioned.

Mr. ARTHUR MIDDLETON will move: "That having regard to the action of the council of the society during the passage of the Land Transfer Bill through the House of Commons last year, in not only withdrawing opposition to, but approving such Bill, and taking into consideration the unmistakable position assumed and action taken subsequently by the Yorkshire law societies, this meeting regrets that the council, before sending in their reply to the circular letter of the county council deprecating the first trial of the Act in London, did not first consult with and consider the wishes of the provincial members through their provincial law societies."

Mr. W. MELMOTH WALTERS will move, with reference to the Law Society's Club: "(1) That the following addition be made at the end of rule 3: 'but the committee shall have power at their discretion to suspend or reduce the entrance fee for any period or for any class of members, and also to reduce the annual subscription payable by members or any class of members.' (2) That the following addition be made at the end of rule 4: 'but such subscription may be reduced by the committee as before mentioned.' (3) That the words 'if any' be inserted in rule 6 after the words 'entrance fee,' and in rule 7 after the words 'entrance fee.'"

Mr. C. H. MORTON will move: "That the present system under which retrospective regulations as to stamp duties are issued is unsatisfactory and should be amended."

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Jan. 18.—Chairman, Mr. Archibald Hair.—The subject for debate was: "That the case of *Fenton* v. *Burnett* (Times L. R. 11) was wrongly decided." Mr. A. W. Watson opened, and Mr. F. H. Birdseye seconded, in the affirmative; and Mr. James Brennan opened, and Mr. J. H. Bate seconded, in the negative. The following members also spoke: Messrs. Jolly, Dickson, W. B. King, and Berryman. The motion was lost by 8 votes.

LEGAL NEWS.

OBITUARY.

Mr. Richard Gibson, solicitor, senior partner in the firm of R & W. & J. Gibson, of Hexham, who died at his residence, St. Wilfrid's, Hexham, on the 9th of January last, at the advanced age of eighty-three, was one of the oldest practising solicitors in the north of England, having carried on business at Hexham for sixty years. Mr. Gibson's family have been connected with Hexham and the district for between 300 and 400 years. Richard Gibson, one of his ancestors, appears in the Muster Rolls of the year 8 Henry VIII. (1531) as able to support the king with horse and harness. The deceased gentleman was born on the 24th of June, 1814, and after being educated at Sedgely Park and Ushaw College—the latter being founded by his great uncle, Bishop William Gibson—he was articled to his brother, Jasper Gibson, who was carrying on an old-established family business in Hexham. Mr. R. Gibson was admitted in 1837, and, after spending a short time in London in the offices of Messrs. Bell & Brodrick and Messrs. Chisholm, Hall, & Gibson, he, in 1838, went into partnership with his brother in Hexham. The firm acted as stewards of the extensive manors of Hexham, Anick Grainge, Henshaw, Melcridge, Redley, and Thorngrafton; and they were the managers of Messrs. Lambton & Co.'s Bank in Hexham. Mr. Gibson was on many occasions under-sheriff for the county, and also agent for several large estates. In 1857 he was appointed clerk to the county magistrates for Tindale Ward Division, and in 1874, upon its formation, was appointed clerk to the county magistrates for Bellingham Division. Upon the formation of the Tyne Salmon Conservancy Board in 1865, he was elected clerk and treasurer; and he held all these appointments till his death. In 1871, his nephew, Mr. Wilfrid Gibson, was taken into partnership, and in 1872 Mr. Jasper Gibson died. Mr. Gibson married on the 12th of April, 1864, Miss Sparrow, a daughter of John Sparrow, Esq., of Puddington Hall, Chester. This lady died on the 10th of March, 1865, leaving one son, Mr. Jasper Gibson, LL.B. (Lond.), who joined the firm in 1887. Mr. Gibson took a great interest in the volunteer movement, and was largely instrumental in raising the local corps, of which he was for some years captain. He was also an ardent sportsman, and for a period of thirty years was honorary secretary to the Tynedale Hounds. On the occasions of both his marriage and retirement, the members of the hunt made him very handsome presentations of plate. He was able to attend his office until October last. Universal sorrow was felt at the news of his death.

Mr. Edgar Francis Jenkins, solicitor, who died on the 18th inst. at the age of 48 years, after ten days' illness, from influenza, was the head of the firm of Messrs. Brooks, Jenkins, & Co., proctors and notaries, of Godliman-street. He was admitted in 1872. His firm were concerned in most of the ecclesiastical suits of the past quarter of a century, the last being that of *Read and Others* v. *The Bishop of Lincoln*, in which he appeared for the Bishop. From 1880 to 1893 he was a member of the Corporation of London and was chairman of many of the important committees. On leaving the Common Council, he was appointed ward clerk of Castle Baynard Ward. He was also one of her Majesty's lieutenants for the City of London.

APPOINTMENTS.

Mr. J. C. Lewis Coward, barrister, a Bencher of Gray's-inn, has been appointed a Member of the Council of Law Reporting.

Mr. George Below Ellis, of 55 and 56 Chancery-lane, London, solicitor and chartered patent agent, has been enrolled on the Register of Attorneys permitted to practise before the United States Patent Office at Washington.

CHANGES IN PARTNERSHIPS.

Dissolution.

Edward Woodhouse Veale and William George Veale, solicitors (Veale Bros.), Bristol. Dec. 31. [*Gazette*, Jan. 14.

INFORMATION WANTED.

Frances Matilda Unwin.—£100 Reward.—A reward of £100 will be paid to any person giving such information as will lead to the recovery of the last will of Mrs. Frances Matilda Unwin, widow, deceased, who since 1890 chiefly resided in Kensington, London, but before that date, and occasionally afterwards, at Brighton and Bath. Information to be given to Messrs. Pontifex, Hewitt, & Pitt, solicitors, No. 16, St. Andrew-street, Holborn-circus, London.

Anna Maria Esther Crookshank.—A reward of £50 will be paid for the last will of Miss Anna Maria Esther Crookshank, late of No. 30, Hawley-square, Margate, recently deceased. Apply to Messrs. G. F. Hudson, Matthews, & Co., solicitors, 32, Queen Victoria-street, London, E.C.

Richard Greenhalgh.—Any solicitor or other person having knowledge or possession of any will or testamentary disposition made by Mr. Richard Greenhalgh, of 1, Temple-gardens, London, during the last four years is requested to communicate at once with Messrs. Merriman, White, & Thomson, of 3, King's Bench-walk, Temple, London.

GENERAL.

The Commission days for the Winter Assizes on the North-Eastern Circuit have been altered by the judges (Justices Lawrance and Ridley) as follows: Newcastle, Monday, February 21; Durham, Monday, February 28; York, Monday, March 7; Leeds, Friday, March 11.

Mr. Justice Gorell Barnes, Mr. Justice Lawrance, Judge Lumley Smith, Mr. Littler, Q.C., and Mr. Warmington, Q.C., will be present at the Article Club dinner on the 2nd prox., on which occasion there will be a debate on the subject of "Commerce and the Law."

Mr. Herbert S. Syrett, a son of Mr. Alfred Syrett, of 45, Finsbury-pavement, solicitor, was amongst the successful candidates at the recent examination of the University of London for the degree of LL.B, being placed in the first division.

The *London Gazette* announces that the Queen has been pleased to direct letters patent to be passed under the Great Seal of the United Kingdom of Great Britain and Ireland, granting the dignities of a viscount and an earl of the said United Kingdom unto the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, and the heirs male of his body lawfully begotten, by the names, styles, and titles of Viscount Tiverton, of Tiverton, in the county of Devon, and Earl of Halsbury, in the same country.

At the Devizes Assizes on the 13th inst., before Mr. Justice Bigham, the grand jury made the following presentments: "(1) That, in the opinion of the grand jury for the county of Wilts, the criminal law should be so amended as to allow judges of assize and magistrates at quarter sessions, in their discretion, to inflict the punishment of flogging, in addition to imprisonment, in all cases of rape, attempted rape, and indecent assaults on women and children; (2) that the Summary Jurisdiction Act of 1879 should be amended so as to include the offence of obtaining goods by false pretences."

At the meeting of the St. Pancras Vestry on Wednesday Mr. J. W. Dixon moved the adoption of a report which recommended that the London County Council be informed "that in the opinion of the vestry the administrative county of London is not the best place to try the experiment of the operation of the Land Transfer Act, 1897, as regards the compulsory registration of land." Mr. G. Bernard Shaw, in proposing, as an amendment, the omission of the word "not," referred to the fact that the vestry had taken the opinion of solicitors on the subject of the adoption of compulsory registration, an opinion which was adverse. Mr. Shaw held that to consult solicitors about this matter was like consulting a butcher on the merits of vegetarianism. The Land Transfer Act in practice would be a bad thing for lawyers, no doubt, but London vestries were not elected to serve the interests of lawyers. He thought London local authorities should be the first to urge compulsory registration of land titles, instead of, as in a donkey race, trying to be last. The amendment was carried by 37 votes to 17.

At the Bow-street police-court, on the 14th inst., says the *Times*, before Mr. Lushington, Henry Cook, solicitor's clerk, appeared to two summonses charging him with having, on the 5th of October and on the 15th of October, 1897, respectively, falsely pretended to be a solicitor, contrary to the provisions of the Solicitors Act (37 & 38 Vict. c. 68), s. 12. Mr. C. O. Humphreys supported the summonses on behalf of the Incorporated Law Society; Mr. D. Warde defended. Mr. Humphreys said that the defendant acted as clerk to Mr. H. E. Edmonds, solicitor, of Lincoln's inn-fields. The charges against him were that on the 5th of October last he appeared for the complainant in a summons for wilful obstruction heard at this court, and, a verdict being given for the complainant, applied for costs and was awarded 12s. The charge on the second summons was that on the 15th of October, when a cross-summons between two cabmen was called, he stated that he appeared for one of the parties. On that occasion Mr. H. Wilson, a well-known solicitor, objected, in the name of the profession, to him as an unqualified practitioner, and the magistrate refused to hear him and subsequently told him to leave the court. Evidence to this effect was given by Mr. Seth G. Hales, managing clerk to Messrs. Crawshaw & Caldicott, solicitors, and by Mr. Harry Wilson, senior partner in the firm of Wilson & Wallis, solicitors. For the defence Mr. Warde said that the defendant had served his time as an articled clerk, but it was not suggested that he was on the rolls. He had attended on these two occasions, by direction of his principal, merely to obtain an adjournment of the cases for a short time to allow of the latter's being present to conduct them. It could not be said that in either case any one was defrauded. Mr. Lushington said that if these were the defendant's instructions it was plain that he had not kept to them, but had acted as a solicitor. He would be fined £5 for each offence, with £3 3s. costs; in default, 14 days' imprisonment. Mr. Humphreys said that he wished to add that the Incorporated Law Society interested themselves in these cases, not for the benefit of solicitors, but for the protection of the people who were liable to be defrauded by unauthorized practitioners.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Jan. 24	Mr. Jackson	Mr. King	Mr. Pemberton
Tuesday 25	Carrington	Farmer	Ward
Wednesday....26	Jackson	King	Pemberton
Thursday 27	Carrington	Farmer	Ward
Friday 28	Jackson	King	Pemberton
Saturday 29	Carrington	Farmer	Ward
	Mr. Justice KEKEWICH.	Mr. Justice ROMER.	Mr. Justice BYRNE.
Monday, Jan. 24	Mr. Leach	Mr. Lavie	Mr. Godfrey
Tuesday 25	Beal	Pugh	Rolt
Wednesday 26	Leach	Lavie	Godfrey
Thursday 27	Beal	Pugh	Rolt
Friday 28	Leach	Lavie	Godfrey
Saturday 29	Beal	Pugh	Rolt

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

BELL.—Jan. 9, the wife of Edward A. Bell, of 6, Idol-lane, London, of a son.

MARRIAGE.

HUNTON—YEOMAN.—Jan. 18, at St. Mary's Parish Church, Whitby, J. R. Elstob Hunton, Solicitor, of Stockton-on-Tees, to Fanny, fourth daughter of the late Thomas Pressick Yeoman, of Whitby.

DEATHS.

DENISON—Jan. 15, at Londesborough, Malwood-road, Balham-hill, S.W., Charles Marsh Denison, Barrister-at-Law, of the Middle Temple, aged 62.

RICHARDSON.—Jan. 15, at 10, Dewhurst-road, Edward Richardson, late Principal Clerk Chancery Taxing-Master's Office, aged 73.

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Jan. 27.—MESSRS. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, at 2 p.m., a valuable City Freehold Property, being No. 25, Crutched Friars, situated in the centre of the wine and corn trades. Solicitors, Messrs. Bedford, Monier-Williams & Robinson, London. Freehold Property next to King's College, Strand, let for 10 years at £300 per annum, with reversion to increased rental. Solicitors, Messrs. Wadeson & Malleson, London. Long Leasehold Investments at Clapham, held for 99 years, let at £203 per annum, ground-rents £36 15s. Solicitors, W. Sanders-Fiske, Esq., London, and Messrs. Knight & Sons, Newcastle-under-Lyme. (See advertisements, Jan. 8, p. 4.)

Jan 27.—Mr. HENRY HENDRIKS, at the Grand Hotel, Birmingham, at 2 p.m., very important Rolling, Wire, and Tube Mills, situated in the centre of Birmingham, together with goodwill, plant, and machinery, with beneficial tenancy of 134, Great Hampton-street, with option of the tools, &c., at valuation; also a three-story manufactory occupied by the Shark Manufacturing Co. at £100 per annum, an underlease will be granted to purchaser for 22 years at a peppercorn rent; Leasehold Ground-rents and Reversions amounting to £279 per annum. Solicitors, Messrs. Nicholson, Patterson, & Freeland, Messrs. Trinder, Capron, & Co., of London, and Messrs. Ryland, Martineau, & Co., of Birmingham. (See advertisement, Jan. 8, p. 4.)

RESULTS OF SALES.

At Messrs. H. E. FOSTER & CRANFIELD'S Property Auction on Wednesday last, at the Mart, E.C., the following Properties were disposed of at the prices named: 10, Beauchamp-place, Brompton-road, £550; Profit Rental, £27 per annum, secured upon 40, Fulham-road, £210; Leasehold Ground-rent, £8 8s. per annum, arising out of 20 and 22, Church-road, Battersea, £150; 29, 30, and 31, Harcourt-street, Marylebone, and Builder's Yard in rear, £300.

The same firm held their usual Fortnightly Sale of Reversions and Life Policies, at the Mart, E.C., on Thursday last, the following Interests being among the lots sold:

		£
REVERSIONS:		
Absolute to One-third of Legacies of £4,000 and £500; life 84 ...	Sold	555
Absolute to £250; life 61	,,	115
To One-sixth of £8,151 2½ per cent. Consols and No. 9, Queen street, Portsea; life 49	,,	550
Absolute to £4,148; life 59	,,	1,670
LIFE POLICY:		
For £1,000; life 67	,,	430

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFRICAN GOLD PROPERTIES, LIMITED—Petn for winding up, presented Jan 11, directed to be heard on Jan 26. Edwards & Cohen, 3, Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

BAMBOO CYCLE CO, LIMITED—Creditors are required, on or before Feb 26, to send in their names and addresses, and the particulars of their debts or claims, to Joseph Henry Nolan, 50, Holborn Viaduct

BROWNFIELDS GUILD POTTERY SOCIETY, LIMITED—Petn for winding up, presented Dec 10, directed to be heard on Jan 26. Bentwich & Co, Corporation chmbrs, Guildhall yard, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

EUSTON & SCURR, LIMITED—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Percy Farbridge Ward, 32, Grainger st W, Newcastle upon Tyne, solor to liquidator

GREAT HORSELESS CARRIAGE CO, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Ward & Co, 7, King st, Cheapside, solors for liquidator

H. S. NICHOLS, LIMITED—Petn for winding up, presented Jan 13, directed to be heard on Jan 26. Leadam & Young, 28, Austinfriars, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

ROYAL HOTEL, SCARBOROUGH, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, together with full particulars of their debts or claims, to Tasker Hart, 44, Queen st, Scarborough, solor for liquidator

SELF ADJUSTING BICYCLE SUPPORT CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Rowland Beevor, Norfolk House, Norfolk st, Strand. Williams & James, Norfolk st, solors to liquidator

TALISMAN MINES, LIMITED—By an order made by Wright, J, dated Dec 20, it was ordered that the voluntary winding up of the company be continued. Vallance & Co, Lombard House, solors for liquidators

TURNER PNEUMATIC TYRE CO, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Basil Gee and John Robie Whamond, 3, Crown ct, Old Broad st. Lumley & Lumley, Old Jewry chbrs, solors to liquidators

WILLIAM TOPLEY & SONS, LIMITED—By an order made by Wright, J., dated Dec 20, it was ordered that the voluntary winding up be continued. Deacon & Co, 9, Great St Helen's, solors for petners

WINCHESTER SYNDICATE, LIMITED—Creditors are required, on or before Feb 22, to send in their names and addresses, and the particulars of their debts or claims, to Mr. Charles H. Tindal, 19, Gt Winchester st. Andrew & White, 27, Clement's lane, solors to liquidator

FRIENDLY SOCIETY DISSOLVED.

CLAYTON-LE-MOORS WORKING MEN'S CLUB AND INSTITUTE, Sparth rd, Clayton-le-Moors Accrington, Lancs. Dec 15

London Gazette.—TUESDAY, Jan. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALKALI REDUCTION SYNDICATE, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury. Munns & Lowndes, 8, Old Jewry, solors to liquidator

ANDREWS HAWKESLEY PATENT TREAD CO, LIMITED—Petn for winding up, presented Jan 14, directed to be heard on Jan 26. Ward & Co, 85, Gracechurch st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

ARGENTINE CONCESSIONS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts or claims, to William Parker Owen, 3-5, Queen st, Cheapside. Keddey & Co, 9, Penchurch st, solors to liquidator

EDWIN BRAY GOLD MINING CO, LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to L J Langmead, 23, College hill

GLOBE ENGINEERING CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to George Edward Haworth, Duchy chbrs, Clarence st, Manchester

INGAMASONGA REEF, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Louis Charles Alexander, Broad st avenue. Chave & Chave, Broad st avenue, solors to liquidator

GUY FAWKES REEF, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Louis Charles Alexander, Broad st avenue. Chave & Chave, Broad st avenue, solors for liquidator

KENSINGTON CO-OPERATIVE STORES, LIMITED—Petn for winding up, presented Jan 14, directed to be heard on Jan 26. Sutton & Co, Great Winchester st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

LONDON SEWING MACHINE SYNDICATE, LIMITED—By an order made by Byrne, J., dated Dec 16, it was ordered that the voluntary winding up of the syndicate be continued. Scott, Bishopsgate st Within, solor for petners

LUX PATENT VENETIAN BLIND CO, LIMITED—Petn for winding up, presented Jan 13, directed to be heard on Jan 26. Campion & Simmons, 90 and 91, Queen st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

MACK SYNDICATE, LIMITED—Creditors are required, on or before Tuesday, Feb 22, to send their names and addresses, and the particulars of their debts or claims, to Isaac Kircheim and Richard Thalmann, 15, Angel ct, Throgmorton st. Dawes & Sons, solors for liquidators

MASSI KESSI REEFS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts and claims, to Louis Charles Alexander, Broad st avenue. Chave & Chave, Broad st avenue, solors for liquidator

MORTGAGE AND SECURITIES CO, LIMITED—Petn for winding up, presented Jan 15, directed to be heard on Jan 26. Beal & Payne, 22, Budge row, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 25

PARDY'S RANGE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Louis Charles Alexander, Broad st avenue. Chave & Chave, Broad st avenue, solors for liquidator

SELF-ADJUSTING BICYCLE SUPPORT CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Rowland Beevor, Norfolk House, Norfolk st, Strand. Williams & James, Norfolk st, solors to liquidator

FRIENDLY SOCIETIES DISSOLVED.

LILY OF THE VALLEY LODGE OF THE ORDER OF DRUIDS, Bridge Inn, Colne rd, Huddersfield, Yorks. Jan 12

OLD KING'S HEAD KITCHEN CLUB, King's Head Inn, South Ockendon, Romford, Essex. Jan 12

STREET CO-OPERATIVE BOOT AND SHOE MANUFACTURING SOCIETY, LIMITED, 176, High st, Street, S O, Somerset. Jan 12

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 14.

HARDWICK, ALBERT, Burnham, Somerset Feb 15 Hardwick v Wenden, North, J Wenden, Dursley, Gloucester

HARNAF, JULIA, Wolverhampton Feb 14 Westcott v Cory, Kekewich, J Skidmore, Wolverhampton

HARWARD, HENRY HOLLINGWORTH, Pall Mall, Commission Agent Feb 14 Harward v Holme, Kekewich, J Williams, Lincoln's inn fields

UNDER 22 & 23 VICT. CAP. 35.

London Gazette—TUESDAY, Jan. 11.

AUSTEN, CHARLES JOHN, Wellington, nr Shrewsbury Feb 19 Gill, Devonport

BALLIN, ISAAC, Highbury March 16 Bannister & Co, John st, Bedford row

BARTRAM, GEORGE WILLIAM, Tunbridge Wells Feb 19 Andrew & Cheale, Tunbridge Wells
BATES, WILLIAM JOHN, South Kensington, Jobmaster Feb 15 Woodbridge, Surrey st, Strand
BENNETT, JOSEPH, Manchester, Engineer Feb 22 Hall & Co, Manchester
BENNETT, MARGARET, Manchester Feb 22 Hall & Co, Manchester
BODKIN, SARAH, Andover, Hants Feb 8 Phillips, Andover
BOOTH, DAVID HENRY, Ipswich Feb 19 Westhorp & Co, Ipswich
BOOTH, JANE, Ipswich Feb 19 Westhorp & Co, Ipswich
BROOMHALL, JOHN, Hanley, Beerhouse Keeper Feb 5 Bell, Newcastle
BROOMHALL, MARY ELIZABETH, Hanley, Stafford Feb 5 Bell, Newcastle
CARR, HENRY, Markington, nr Ripon, Saw Sharpener Feb 26 Bailey, Leeds
CHANELL, THOMAS, Exminster, Devon Feb 28 F Kimber & Co, Watling
CODD, GEORGE, Maldon, Essex Feb 26 Beaumont & Bright, Maldon
COOK, RICHARD, Teddington April 6 Duffield & Bruty, New Broad st
CURTRIS, JANE, Tunbridge Wells Feb 14 Kays & Jones, New inn
DRAKE, JOHN ALEXANDER, Lowestoft Feb 9 Kingsford & Drake, Ashford, Kent
DRAPER, THOMAS, Leamington, Builder Feb 7 Wright & Hassalls, Leamington
FOWLER, JAMES JACKSON, Stoke Newington Feb 8 Barfield & Barfield, Finsbury pvmt
FURNER, HELEN EVA, Fulham Feb 8 Speechly & Co, New inn, Strand
GRAHAM, KATHARINE, Barnstaple, Devon Feb 8 Lee & Pembertons, Lincoln's inn fields
GREEN, PETER, Hyde, Chester, Builder March 25 Brownson, Hyde
HENSHALL, JOSIAH, Hanley, Billposter Feb 28 Ellis, Burslem
HILL, MARY FRANCES STAVELEY, Kensington March 1 Guscotte & Co, Essex st, Strand
ISSOTT, WILLIAM, Walton on the Hill, Liverpool, Rope Manufacturer March 1 Webster, Liverpool
KERBY, WILLIAM, Handsworth, Staffs March 1 Coleman & Co, Birmingham
LANGLANDS, CHARLES REGINALD, Hove Feb 19 Reader, Strand
LESTER, ALVARD PEARCE, Henley on Thames, Butcher Feb 12 Mercer & Oldham, Henley on Thames
MCKINSTRY, Major ALEXANDER CHARLES EMANUEL, Bangor, N Wales Dec 31 Carter & Co, Bangor
MANLOVE, SIMEON, Torquay Feb 8 Wells & Hind, Nottingham
MAUND, WILLIAM FRANCIS, Upper New Inns, nr Claverley, Salop, Farmer Feb 5 Underhill & Thorneycroft, Wolverhampton
MIDDLETON, RICHARD, Diss, Norfolk, Yeoman Feb 22 G Lyus & Sons, Diss
OLLIVIER, ROBERT WILBY, Wandsworth Feb 19 Paines & Co, St Helen's pl
POINTON, HENRY, Northfield, Worcester Feb 19 Pointon, Birmingham
POLE, THOMAS, Leicester, Mechanic Feb 9 Waring, Leicester
PRITCHARD, THOMAS, Shrewsbury Feb 25 Hughes, Shrewsbury
WILLIAMS, THOMAS PRYDDERCH, Rhyl, Flint, and THOMAS HENRY PARSONS, Rhyl Feb 10 W R & P S Minor, Manchester
ROPER, SAMUEL, Cheetham, nr Manchester Feb 8 Doyle, Manchester
SAUNDERS, ALICE MARTHA, Bournemouth Feb 19 Bone, Bournemouth
TANNER, MARK BATT, Lincoln's inn fields Feb 28 Pontifex & Co, St Andrew st, Holborn circus
VINES, EMMA ANN EDMUNDS, Nottingham March 15 Carter, Nottingham
WHARTON, EDWIN, Leeds, Engineer Feb 19 Law, Batley
WHITE, SAMUEL MONCKTON, St Albans, Hertford, Brewer Feb 26 Dumville, St Albans
WEST, JAMES, Durham Jan 24 Chambers, Durham
YATES, HENRY EDWIN, Handsworth, Stafford Feb 19 Pointon, Birmingham

London Gazette.—FRIDAY, Jan. 14.

AITKEN, ROBERT, Holland Park avnue, Notting hill gate Feb 12 Belfrage & Co, John st, Bedford row
AVIS, JAMES, Stoke Bardolph, Notts, Farm Manager Feb 11 Dowson & Wright, Nottingham
BAILEY, JAMES, Medway rd, Old Ford Feb 21 Halse & Co, Cheapside
BARRATT, WILLIAM, Derby, Innkeeper Feb 15 Daniel & Oldfield, Macclesfield
BEARD, MARY ANN, Worcester Feb 26 Blackham & Taylor, Birmingham
BRIDSON, ANN, Warrington Feb 16 Browne, Warrington
BURGESS, MARY ANN, Lowestoft, General Carter Jan 24 Norton & Co, Lowestoft
CAMPBELL, Mrs CATHERINE ISABELLA, Eaton sq Feb 20 Wing & Eade, Gray's inn sq
CHURCH, ROBERT WILLIAM, Ascot, Berks, Licensed Victualler Jan 31 Creed, Reading
CORNISH, CHARLES, Wandsworth Jan 31 Mantineau & Reid, Raymond bldgs
DANIELS, GEORGE ABBOTT, Rollesby, Norfolk, Farmer Feb 15 Goodchild, Norwich
EARLE, FOSTER, Kingston upon Hull March 1 Holden & Co, Hull
EDWIN, EDMUND, Winslow, Bucks April 1 Willis & Willis, Winslow
FAWCETT, MARK, Mirfield, York, Farmer March 1 Barber & Oliver, Brighouse
FOX, RICHARD RUXTON, Hexthorpe, York May 16 Parkin & Co, Doncaster
GOODE, JOHN FREDERICK, Handsworth, Staffs Feb 21 J B Clarke & Co, Birmingham
HARDY, THOMAS, Nottingham March 25 Thorpe & Perry, Nottingham
HARRIS, JOSEPH, King's Norton, Worcester, Broker Feb 26 Blackham & Taylor, Birmingham
HODGSON, WILLIAM, Kensington March 1 Tatton, Kensington
IVIMEY, HENRY, East Molesey Jan 31 Peacock & Goddard, South sq, Gray's inn
KENWORTHY, EMMA, Eccles, nr Manchester Feb 26 A & G W Fox, Manchester
LANGFORD, MARY ANN, Torquay Jan 28 Compton Bishop, Torquay
LARGE, ROBERT NEATE, Hillmarton, Wilts March 1 Keary & Stokes, Chippenham
MACBRAIR, ARTHUR DARLEY, Blackheath Feb 18 H & G Keith, Chancery lane
MCGINTY, DENNIS, Bradford, Beerseller Feb 14 Westwood, Bradford
MCGINTY, DOROTHY, Bradford Feb 14 Westwood, Bradford
MARSH, RICHARD, Sandwich, Kent, Manure Merchant Jan 31 Emmerson & Co, Sandwich
MARZETTI, CHARLES THOMAS, Bromley Feb 18 Marzetti, Bartholomew House, Bank
MORYOSEPH, ABRAHAM, Leadenhall st, Drug Merchant Feb 15 Longbourne & Co, Old Broad st
NOUAILLE, ANNE, Sevenoaks, Kent Feb 1 Lingard, Finsbury circus
PANKHURST, HENRY, Stroud Green, Commercial Traveller Feb 28 Dade & Co, London Wall
RAMSAY, Hon ROBERT ANDERSON, Ryder st, St James Feb 5 Martineau & Reid, Raymond bldgs
RANDALL, HARRIETT, Nottingham Feb 14 Barlow, Nottingham
RICHARDSON, MARY, Munich, Germany Feb 17 St Barbe & Co, Delahay st, Westminster
ROBINSON, CHARLES BERRY, Southsea Feb 1 Miller & Williamson, Liverpool
SANDERSON, ALFRED, Southwark Feb 28 Baker & Nairne, Crosby sq
SMILLIE, ELIZA JEAN, Kensington Feb 14 Fell, Queen Victoria st
SMITH, WILLIAM THOMAS, Homerton Feb 15 Lewis, South sq, Gray's inn
TRESIDDER, LOUISA JAGO, South Kensington Feb 28 F Kimber & Co, Watling st
WILSON, SAMUEL, Hulme, Manchester Feb 26 Lawrence & Co, Manchester
WOOD, RICHARD ANDERSON, Gateshead, Insurance Manager March 1 Wilson, Newcastle upon Tyne
WOODCOCK, JOSEPH, Liverpool, Chemist Feb 28 Peacock & Co, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 14.

RECEIVING ORDERS.

ALLEN, ROBERT CATLEY, Bridlington Quay, Yorks, Journeyman Painter Scarborough Pet Jan 10 Ord Jan 10
BAUGHAN, JOHN, Shipton under Wychwood, Oxford, Farmer Oxford Pet Dec 31 Ord Jan 12
BAYLY, WILLIAM THOMAS, Buckland, Hants, Builder Portsmouth Pet Jan 10 Ord Jan 10
BEAMAND, RICHARD WILLIAM, Craven Arms, Salop Leominster Pet Jan 10 Ord Jan 10
COOPER, JOSEPH MAWBEY, Claybrooke, nr Rugby, Commission Agent Leicester Pet Jan 10 Ord Jan 10
COOPLAND, GEORGE FRANCIS, Whitby, Butcher Stockton on Tees Pet Jan 10 Ord Jan 10
DAVIES, JAMES, Hindley, nr Wigan, Stationer Wigan Pet Jan 12 Ord Jan 12
DIGGLE, SAMUEL, Manchester, Draper Manchester Pet Jan 6 Ord Jan 10
DYER, HERBERT HENRY, Winterbourne Stoke, Wilts, Baker Salisbury Pet Jan 11 Ord Jan 11
EVANS, SARAH ANN, Llandilo Graban, Radnors, Grocer Hereford Pet Jan 12 Ord Jan 12
FLEET, HENRY, Banbury, Builder Nantwich Pet Jan 10 Ord Jan 11
FRANKLIN, SAMUEL JAMES, High Easter, Essex, Grocer Chelmsford Pet Jan 8 Ord Jan 8
FREEMAN, FREDERICK, Northampton, Farmer Northampton Pet Jan 11 Ord Jan 11
GOBLE, JOHN EDWARD, Brighton, Coal Dealer Brighton Pet Jan 10 Ord Jan 10
HOUGHTON, GEORGE, Bury St. Edmunds, Coal Merchant Bury St Edmunds Pet Jan 11 Ord Jan 11
ISON, HARRY, Hartshill, Warwick, Innkeeper Birmingham Pet Jan 11 Ord Jan 11
JAENNICHEN, FERDINAND RICHARD, Birmingham Birmingham Pet Jan 11 Ord Jan 11
JAQUES, JOHN, Wandsworth, Fruiterer Wandsworth Pet Jan 10 Ord Jan 10
JONES, THOMAS LEWIS, Cwmbach, Aberdare Aberdare Pet Jan 10 Ord Jan 10
KEY, ARTHUR, Gt Easton, Essex, Butcher Chelmsford Pet Jan 10 Ord Jan 10
LUMB, SHADRACH, Halifax, Slater Halifax Pet Jan 12 Ord Jan 12
MATHEWS, WILLIAM HENRY, Cardiff, Grocer Cardiff Pet Jan 11 Ord Jan 11
MAY, ALBERT EUGENE, Leeds, Clerk Leeds Pet Jan 8 Ord Jan 8
MAYSTON, JOHN HENRY, jun, Great Yarmouth, Ship Chandler's Assistant Great Yarmouth Pet Jan 11 Ord Jan 11
MOODY, THOMAS ARTHUR, Southsea, Tailor Portsmouth Pet Jan 8 Ord Jan 8
MULLEY, WILLIAM, Bardwell, Suffolk, Baker Bury St Edmunds Pet Jan 12 Ord Jan 12
NEIL, JAMES, Gillingham, Dorset, Farmer Salisbury Pet Jan 12 Ord Jan 12
NICHOLLS, JOHN JAMES, Ashford, Middlesex, Insurance Clerk Kingston, Surrey Pet Jan 11 Ord Jan 11
PATEMAN, HENRY, Houghton Regis, Bedford, Butcher Luton Pet Jan 11 Ord Jan 11
PLUNKETT, JAMES, Nottingham, Traveller Nottingham Pet Jan 11 Ord Jan 11
REYNOLDS, HENRY, Southrepps, Norfolk, Carter Norwich Pet Jan 11 Ord Jan 11
ROBERTSON, CHARLES JOHN SUMNER, Hereford, Furniture Dealer Hereford Pet Jan 12 Ord Jan 12
SHAW, JOHN RICHARD, Blackburn, Plumber Blackburn Pet Jan 11 Ord Jan 11
TAYLOR, JOSEPH, Wakefield, Watchmaker Wakefield Pet Jan 10 Ord Jan 10
THOMPSON, JOHN BERTRAM, Nottingham, Commercial Traveller Nottingham Pet Jan 11 Ord Jan 11
WARD, WILLIAM, Bungay, Suffolk, Fishmonger Gt Yarmouth Pet Jan 11 Ord Jan 11
WARTH, W, Chatteris, Cambs, Miller Peterborough Pet Dec 31 Ord Jan 12
WATSON, ALBERT, Burnley Burnley Pet Jan 11 Ord Jan 11
WATHOUTH, WILLIAM HENRY, Ellacombe, Torquay, Baker Exeter Pet Jan 12 Ord Jan 12
WESTACOTT, WILLIAM LEVER, Newport, Mon, Baker Newport, Mon Pet Jan 11 Ord Jan 11
YATES, JOHN LEEMAN, New Crofton, Yorks, Grocer Wakefield Pet Jan 8 Ord Jan 8
YATES, OWEN, Barnsley, nr Ashton under Lyne, Farmer Ashton under Lyne Pet Dec 31 Ord Jan 12

Amended notice substituted for that published in the London Gazette of Jan 11:

MOORES, THOMAS, Warrington, Grocer Warrington Pet Dec 4 Ord Jan 6

FIRST MEETINGS.

ATKEY, ALBERT JAMES, Cannon st, Commission Agent Jan 21 at 2.30 Bankruptcy bldgs, Carey st
BRINKWORTH, FRANK, Neath, Glam, Fish Dealer Jan 21 at 12 Off Rec, 31, Alexandra rd, Swansea
BROOMHEAD, JAMES, Sheffield Jan 21 at 2 Off Rec, Fig Tree lane, Sheffield
CHANDLER, CHARLES, Bunwell, Norfolk, Builder Jan 21 at 11.30 Off Rec, 8, King st, Norwich
CULLIMORE, CHARLES EDWARD, Taynton, Glos, Farmer Jan 22 at 12 Off Rec, Station rd, Gloucester
DANIELS, THOMAS WILLIAM, Southrepps, Norfolk, Carpenter Jan 22 at 12.30 Off Rec, 8, King st, Norwich
DAVIES, EVAN, Caio, Carmarthens, Farmer Jan 21 at 12.30 Off Rec, 4, Queen st, Carmarthen
DAWSON, CHARLES, North Cave, York, General Dealer Jan 21 at 11 Off Rec, Trinity House lane, Hull
DIGBY, HUGH MOUNTJOY, Putney Jan 21 at 12.30 24, Railway app, London bridge
DIGGLE, SAMUEL, Manchester, Draper Jan 21 at 3 Off Rec, Byrom st, Manchester
GOBLE, JOHN EDWARD, Brighton, Coal Dealer Jan 21 at 12 Off Rec, 4, Pavilion bldgs, Brighton
GREENBAUM, MAX, Landport, Hants, Pastrycook Jan 21 at 3 Off Rec, Cambridge jnctn, Portsmouth
HAGARTY, JOHN, St Anne's rd, Stamford Hill, Undertaker Jan 25 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
HAGUE, WILLIAM, Wheatley, Doncaster, Bottler Jan 21 at 2.30 Off Rec, Fig Tree ln, Sheffield
HARRISON, ALFRED, Seaforth, Lancs, Butcher Jan 25 at 2.30 Off Rec, 35, Victoria st, Liverpool
HARRISON, FREDERICK WILLIAM, New Kent rd Jan 22 at 1 Off Rec, 8, King st, Norwich

HASTINGS, BEAUMONT EDWARD, Pall Mall, Builder Jan 25 at 2.30 Bankruptcy bldgs, Carey st
HORTON, JOHN, Pentre, Glam, Fish Dealer Jan 21 at 12 65, High st, Merthyr Tydfil
HOUGHTON, GEORGE, Bury St Edmunds, Coal Merchant Jan 28 at 11.30 Angel Hotel, Bury St Edmunds
HUGHES, ELI, Wroughton, Wilts, Baker Jan 24 at 3 Off Rec, 46, Cricklade st, Swindon
THE INDIAN EMPIRE CIGAR CO, Piccadilly, Cigar Dealers Jan 25 at 11 Bankruptcy bldgs, Carey st
JENKINS, DAVID, Tynewydd, Tailor Jan 25 at 11.30 Off Rec, 29, Queen st, Cardiff
LUMB, SHADRACH, Halifax, Slater Jan 26 at 11 Off Rec, Townhall chmbrs, Halifax
MATTHEWS, WILLIAM HENRY, Cardiff, Grocer Jan 24 at 11 Off Rec, 29, Queen st, Cardiff
MORLEY, JOHN, Friskney, Lincs, Farmer Jan 27 at 12.15 Off Rec. 4 and 6, West st, Boston
PEARSON, JOSEPH WOOD, Bromyard, Hereford, Farmer Jan 22 at 2.15 Off Rec, 45, Copenhagen st, Worcester
PORTER, H A, Hythe, Kent, Lieutenant Jan 21 at 11.30 24, Railway app, London Bridge
ROWLES, MATTHEW WILLIAM, Woking, Builder Jan 21 at 3 24, Railway app, London Bridge
SEVERS, JOHN, Kendal, Fish Merchant Jan 22 at 11 Grosvenor Hotel, Stramongate, Kendal
SHERWOOD, THOMAS, Manchester, Accountant Jan 21 at 2.30 Off Rec, Byrom st, Manchester
TROUGHTON, WALTER, Ulverston, Lancs, Builder Jan 21 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
WHINRAY, THOMAS, jun, Arnside, Westmrld, Butcher Jan 22 at 11.30 Grosvenor Hotel, Stramongate, Kendal
WILLIAMS, ELIZABETH, Swansea Jan 22 at 11 Off Rec, 4, Queen st, Carmarthen

ADJUDICATIONS.

ALLEN, ROBERT CAYLEY, Bridlington Quay, Yorks, Journeyman Painter Scarborough Pet Jan 10 Ord Jan 10
BAYLY, WILLIAM THOMAS, Buckland, Hants, Builder Portsmouth Pet Jan 10 Ord Jan 10
BEAMAND, RICHARD WILLIAM, Craven Arms, Salop Leominster Pet Jan 10 Ord Jan 10
BIRD, EDWIN, Birmingham, Shop Fitter Birmingham Pet Dec 18 Ord Jan 6
CHRISTIE, WILLIAM LORENZO, Duke st, St James's High Court Pet Nov 4 Ord Jan 10
COOPER, JOSEPH MAWBEY, Claybrooke, nr Rugby, Commission Agent Leicester Pet Jan 10 Ord Jan 10
COOPLAND, GEORGE FRANCIS, Whitby, Yorks, Butcher Stockton on Tees Pet Jan 10 Ord Jan 10
COWLEY-BROWN, JOHN STAPLETON, Arundel st, Strand, Publisher High Court Pet Nov 11 Ord Jan 10
DYER, HERBERT HENRY, Winterbourne Stoke, Wilts, Baker Salisbury Pet Jan 11 Ord Jan 11
EVANS, SARAH ANN, Llandilo Graban, Radnors, Grocer Hereford Pet Jan 12 Ord Jan 12
FLEET, HENRY, Bunbury, Builder Nantwich Pet Jan 10 Ord Jan 11
FRANKLIN, SAMUEL JAMES, High Easter, Essex, Grocer Chelmsford Pet Jan 7 Ord Jan 8
GOBLE, JOHN EDWARD, Brighton, Coal Dealer Brighton Pet Jan 10 Ord Jan 10
HAGARTY, JOHN, St Ann's rd, Stamford Hill, Undertaker Edmonton Pet Dec 6 Ord Jan 7
HARRISON, ALFRED, Seaforth, Butcher Liverpool Pet Nov 20 Ord Jan 12
HEY, JOHN TINKER, Upper Baker st High Court Pet Aug 11 Ord Jan 10
HOUGHTON, GEORGE, Bury St Edmunds, Coal Merchant Bury St Edmunds Pet Jan 11 Ord Jan 11
ISON, HARRY, Hartshill, Warwicks, Innkeeper Birmingham Pet Jan 11 Ord Jan 11
JONES, THOMAS LEWIS, Cwmbach, Aberdare Aberdare Pet Jan 10 Ord Jan 10
KEY, ARTHUR, Gt Easton, Essex, Butcher Chelmsford Pet Jan 4 Ord Jan 10
LACY, WILLIAM, Burnley Burnley Pet Dec 9 Ord Jan 11
LUMB, SHADRACH, Halifax, Slater Halifax Pet Jan 12 Ord Jan 12
MAY, ALBERT EUGENE, Leeds, Clerk Leeds Pet Jan 8 Ord Jan 8
MAYSTON, JOHN HENRY, jun, Great Yarmouth Ship Chandler's Assistant Great Yarmouth Pet Jan 11 Ord Jan 11
MOODY, THOMAS ARTHUR, Redhill, nr Rowland's Castle, Hants, Tailor Portsmouth Pet Jan 8 Ord Jan 8
MOORES, THOMAS, Warrington, Grocer Warrington Pet Dec 3 Ord Jan 12
MULLEY, WILLIAM, Bardwell, Suffolk, Baker Bury St Edmunds Pet Jan 12 Ord Jan 12
NEIL, JAMES, Gillingham, Dorsets, Farmer Salisbury Pet Jan 12 Ord Jan 12
PHARAOH, HENRY CHAMBERLAIN, Beckenham, Builder Croydon Pet Dec 21 Ord Jan 4
PLUNKETT, JAMES, Nottingham, Traveller Nottingham Pet Jan 11 Ord Jan 11
REYNOLDS, HENRY, Southrepps, Norfolk, Carter Norwich Pet Jan 11 Ord Jan 11
ROBERTSON, CHARLES JOHN SUMNER, Hereford, Furniture Dealer Hereford Pet Jan 12 Ord Jan 12
SHAW, JOHN RICHARD, Blackburn, Plumber Blackburn Pet Jan 11 Ord Jan 11
TAYLOR, JOSEPH, Wakefield, Watchmaker Wakefield Pet Jan 10 Ord Jan 10
THOMPSON, JOHN BERTRAM, Nottingham, Commercial Traveller Nottingham Pet Jan 11 Ord Jan 11
WARD, WILLIAM, Bungay, Suffolk, Fishmonger Gt Yarmouth Pet Jan 7 Ord Jan 11
WATSON, ALBERT, Burnley Burnley Pet Jan 11 Ord Jan 11
WAYMOUTH, WILLIAM HENRY, Torquay, Baker Exeter Pet Jan 12 Ord Jan 12
WESTACOTT, WILLIAM LEVER, Newport, Mon, Baker Newport, Mon Pet Jan 11 Ord Jan 11
WHITLOCK, FREDERICK BULSTRODE, Nottingham, Branch Bank Manager Nottingham Pet Dec 9 Ord Jan 12
WORTHINGTON, SAMUEL, Derby, Compositor Derby Pet Jan 5 Ord Jan 5
YATES, JOHN LEHMAN, New Crofton, Yorks, Grocer Wakefield Pet Jan 7 Ord Jan 8

London Gazette.—TUESDAY, Jan. 18.

RECEIVING ORDERS.

ABBOTT, JOHN, Pendlebury, Lancs, Builder Salford Pet Nov 17 Ord Jan 14
ANDERSON, JOHN NEWLANDS, Wallington, Carpenter Croydon Pet Jan 11 Ord Jan 11
ANDREWS, WILLIS, South Reddish, Lancs, Silk Finisher Stockport Pet Jan 13 Ord Jan 13
BAMFORD, HENRY, Huddersfield, Silk Throwster Huddersfield Pet Jan 7 Ord Jan 12
BATTEN, WILLIAM WALTER, Southampton, Builder Southampton Pet Dec 31 Ord Jan 13
BIRCHALL, MERRICK, Bolton Bolton Pet Jan 13 Ord Jan 13
BURY, FRED, Manchester, Joiner Manchester Pet Jan 13 Ord Jan 13
COOPER, WILLIAM JAMES, Islington High Court Pet Jan 13 Ord Jan 13
COX, ALFRED MATTHIAS, Shanklin, I of W, Grocer Newport Pet Jan 15 Ord Jan 15
COX, WILLIAM, Stockport, Labourer Stockport Pet Jan 13 Ord Jan 13
CRUNDALL, THOMAS BULLOCK, Barry Dock, Glam, Ironmonger Cardiff Pet Jan 14 Ord Jan 14
DRIVER, CHARLES WILLIAM, Deal, Kent, Builder Canterbury Pet Jan 12 Ord Jan 12
DUTTON, WILLIAM GEORGE, Walworth, Baker High Court Pet Jan 5 Ord Jan 13
FERENS, FREDERICK JOSEPH, Sunderland, Mining Engineer Sunderland Pet Jan 12 Ord Jan 12
FRIEND, JOHN MELBOURNE, Kimpton, nr Andover, Farm Bailiff Salisbury Pet Jan 13 Ord Jan 13
GORMAN, Mrs, Bedminster, Licensed Victualler Bristol Pet Dec 30 Ord Jan 13
GUNNELL, WILLIAM, Gt Grimsby, Saddler Gt Grimsby Pet Jan 13 Ord Jan 13
HARDING, FREDERICK HENRY, Liverpool, Car Driver Liverpool Pet Jan 15 Ord Jan 15
HOPKINSON, GEORGE EDWARD, Southport, Cabinet Maker Liverpool Pet Jan 14 Ord Jan 14
KIRBY, RICHARD JEFFERSON, Gt Driffield, Yorks Scarborough Pet Jan 15 Ord Jan 15
LAURILLARD, EDWARD, Moorgate st bldgs High Court Pet Nov 13 Ord Jan 14
MARVELL, JAMES, Bradford, Furniture Dealer Bradford Pet Jan 15 Ord Jan 15
MOODY, FRANK WILLIAM, Gt Grimsby Gt Grimsby Pet Jan 10 Ord Jan 10
MOXON, WALTER, Bradford, Woollen Merchant Bradford Pet Jan 14 Ord Jan 14
PERRY, THOMAS, Battersea, Nottingham, Farmer Sheffield Pet Jan 14 Ord Jan 14
PRYCE, THOMAS WOOSNAM, Kidderminster Foreign, Worcs, Farmer Kidderminster Pet Jan 13 Ord Jan 13
RICHARDS, DAVID, Pontardulais, Carmarthen, Grocer Carmarthen Pet Dec 1 Ord Jan 12
ROBERTS, DAVID RICHARD, Corwen, Merioneth, Blacksmith Wrexham Pet Jan 12 Ord Jan 12
SAUNDERS, WILLIAM ALLEN, Whitfield st, Tottenham Court rd, Timber Merchant High Court Pet Jan 14 Ord Jan 14
ST STEPHENS, RAYNOR, West Hampstead, Mining Engineer High Court Pet Aug 20 Ord Jan 13
TAYLOR, CHRISTOPHER JAMES, Bentham, York, Grocer Kendal Pet Dec 21 Ord Jan 14
THORNTON, JOHN, Cleckheaton, Yorks, Machine Maker Bradford Pet Jan 15 Ord Jan 15
TREWIN, JOHN ROBERT, St Blazey, Cornwall, Travelling Draper Truro Pet Jan 15 Ord Jan 15
WARD, ROBERT, Knutsford, Chester, Farmer Manchester Pet Jan 14 Ord Jan 14
WILLIAMS, EMILY, Shrewsbury, Salop, Ladies' Outfitter Shrewsbury Pet Jan 13 Ord Jan 13
WOOD, CHARLES, Leeds, Gas Office Clerk Leeds Pet Jan 13 Ord Jan 13

Amended notice substituted for that published in the London Gazette of Jan. 4:

REVELL, ERNEST ALBERT, Stafford, Stoke Damerell, Devon, Painter Plymouth Pet Dec 30 Ord Dec 30

FIRST MEETINGS.

BATTEN, WILLIAM WALTER, Southampton, Builder Jan 27 at 3.15 Off Rec, 172, High st, Southampton
BAUGHAN, JOHN, Oxford, Farmer Jan 25 at 12.15 1, St Aldate's, Oxford
BAYLY, WILLIAM THOMAS, Portsea, Builder Jan 25 at 3.30 Off Rec, Cambridge junct, High st, Portsmouth
BIRCHALL, MERRICK, Bolton, Pipe Maker Jan 27 at 11 16, Wood st, Bolton
BIRD, EDWIN, Hockley, Birmingham, Shop Fitter Jan 26 at 11 174, Corporation st, Birmingham
BLEASDALE, MARY, Barnsley, Confectioner Jan 28 at 1 Exchange Hotel, Nicholas st, Burnley
COOPER, JOSEPH MAWBEY, Claybrooke, nr Rugby, Commission Agent Jan 25 at 3 Off Rec, 1, Berridge st, Leicester
COOPER, WILLIAM JAMES, Islington Jan 25 at 12 Bankruptcy bldgs, Carey st
CURRY, JAMES, Bristol Jan 26 at 12 Off Rec, Baldwin st Bristol
DAVIES, ANNIE, Tyreanol, Morriston, Glam, Grocer Jan 27 at 12 Off Rec, 31, Alexandra row, Swansea
DAVIES, JAMES, Hindley, nr Wigan, Stationer Jan 26 at 11 16, Wood st, Bolton
DUFFY, PETER, Darlington, Labourer Feb 2 at 3 Off Rec, 8, Albert rd, Middlesborough
DUTTON, WILLIAM GEORGE, Walworth, Baker Jan 25 at 2.30 Bankruptcy bldgs, Carey st
FLEET, HENRY, Bunbury, Cheshire, Builder Jan 28 at 10.30 Royal Hotel, Crewe
FLINT, REGINALD ATTLEE, Bride la, Ludgate circ Jan 25 at 11 Bankruptcy bldgs, Carey st
FREEMAN, FREDERICK, Northampton Jan 26 at 11.30 County Court bldgs, Sheep st, Northampton
GORMAN, HELEN, Bedminster, Licensed Victualler Jan 26 at 12.45 Off Rec, Baldwin st, Bristol
GRIESBACH, THOMAS SINGLETON, Handsworth Jan 28 at 11 174, Corporation st, Birmingham
HEWTON, JOSEPH, Tamworth, Staffs, Baker Jan 27 at 11 174, Corporation st, Birmingham
HILLARD, THEOPHILUS, Trowbridge, Wilts, General Dealer Jan 26 at 12.30 Off Rec, Baldwin st, Bristol
HOLDER, JOHN, Charlton Kings, Glos, Market Gardener Jan 27 at 3.15 County Court bldgs, Cheltenham
HOWARD, WILLIAM, Crewe, Butcher Jan 28 at 10.45 Royal Hotel, Crewe
ISAAC, JOHN, Portland, Warrant Officer Jan 25 at 1 Off Rec, City chmbrs, Endless st, Salisbury
JAQUES, JOHN, Wandsworth, Fruiterer Jan 25 at 11.30 24, Railway app, London Bridge
JOHNSON, ROBERT, Streetlam, nr Danby Wiske, Yorks Farmer Feb 7 at 11.30 Court house, Northallerton
JOLLIFFE, HERBERT, Sheffield, Grocer Jan 25 at 2.30 Off Rec, Fig Tree lane, Sheffield
KELSALL, GEORGE, Loughborough, Bookbinder Jan 25 at 12.30 Off Rec, 1, Berridge st, Leicester
LACY, WILLIAM, Burnley Jan 28 at 1.30 Exchange Hotel, Nicholas st, Burnley
LAURILLARD, EDWARD, Moorgate st bldgs Jan 26 at 12 Bankruptcy bldgs, Carey st
LESSER, ABRAHAM, Weaste, Salford Jan 26 at 3 Off Rec, Byrom st, Manchester
MAY, ALBERT EUGENE, Leeds, Clerk Jan 26 at 11 Off Rec, 22, Park row, Leeds
MILTON, JOHN WILLIAM, Landport, Grocer Jan 25 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
MOODY, THOMAS ARTHUR, Southsea, Tailor Jan 26 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
MULLEY, WILLIAM, Bardwell, Suffolk, Baker Jan 28 at 2 Angel Hotel, Bury St Edmunds
PECKETT, FREDERICK, Featherstone, Yorks, Draper Jan 25 at 10.15 Off Rec, Regent st, Barnsley
REYNOLDS, HENRY, Southrepps, Norfolk, Carter Jan 29 at 12.30 Off Rec, 8, King st, Norwich
RING, DANIEL EDWY, Yeovil, General Grocer Jan 25 at 12.30 Off Rec, City chmbrs, Endless st, Salisbury
ROBERTS, JAMES NAISMITH, Edward st, Hampstead rd, Furniture Dealer Jan 27 at 12 Bankruptcy bldgs, Carey st
SAUNDERS, WILLIAM ALLEN, Whitfield st, Tottenham Court rd, Timber Merchants Jan 26 at 2.30 Bankruptcy bldgs, Carey st
SNELL, RICHARD, Piccadilly Jan 27 at 2.30 Bankruptcy bldgs, Carey st
TAYLOR, JOSEPH, Wakefield, Watchmaker Jan 25 at 3 Off Rec, 6, Bond ter, Wakefield
WARD, WILLIAM, Bungay, Suffolk, Fishmonger Jan 29 at 12 Off Rec, 8, King st, Norwich
WEBSTER, JOSEPH, Rochdale, Licensed Victualler Jan 25 at 11.15 Townhall, Rochdale
WHALE, JOSEPH, Porthill, nr Burslem, Staffs, Builder Jan 26 at 2.30 North Stafford Hotel, Stoke upon Trent
WHITLOCK, FREDERICK BULSTRODE, Nottingham, Branch Bank Manager Jan 25 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WILLIAMS, ALFRED EDWARD, Bargoed, Glam Jan 25 at 12 65, High st, Merthyr Tidfil
WOODWARD, JAMES ADAM, Blackpool, Surveyor Feb 4 at 2.30 Off Rec, 14, Chapel st, Preston
YATES, JOHN LEHMAN, New Crofton, Yorks, Grocer Jan 26 at 11 Off Rec, 6, Bond ter, Wakefield
YATES, OWEN, Bardsley, nr Ashton under Lyne, Farmer Jan 28 at 2.30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ANDREWS, WILLIS, South Reddish, Lancs, Silk Finisher Stockport Pet Jan 13 Ord Jan 13
BAMFORD, HENRY, Huddersfield, Silk Throwster Huddersfield Pet Jan 7 Ord Jan 12
BIRCHALL, MERRICK, Bolton, Pipe Maker Bolton Pet Jan 13 Ord Jan 13
BURY, FRED, Manchester, Joiner Manchester Pet Jan 13 Ord Jan 13
COOPER, WILLIAM JAMES, Islington High Court Pet Jan 13 Ord Jan 15
COX, ALFRED MATTHIAS, Shanklin, I of W, Grocer Newport Pet Jan 15 Ord Jan 15
COX, WILLIAM, Stockport, Labourer Stockport Pet Jan 13 Ord Jan 13
DUTTON, WILLIAM GEORGE, Walworth, Baker High Court Pet June 5 Ord Jan 13
FERENS, FREDERICK JOSEPH, Sunderland, Mining Engineer Sunderland Pet Jan 12 Ord Jan 12
FREEMAN, FREDERICK, Northampton Northampton Pet Jan 11 Ord Jan 14
FRIEND, JOHN MELBOURNE, Kimpton, nr Andover, Farm Bailiff Salisbury Pet Jan 13 Ord Jan 13
GEARY, WILLIAM JOSEPH, Handsworth, Farmer Birmingham Pet Jan 5 Ord Jan 14
GUNNELL, WILLIAM, Gt Grimsby, Saddler Gt Grimsby Pet Jan 13 Ord Jan 13
HARDING, FREDERICK HENRY, Liverpool, Car Driver Liverpool Pet Jan 15 Ord Jan 15
HOPKINSON, GEORGE EDWARD, Southport, Cabinet Maker Liverpool Pet Jan 14 Ord Jan 14
JAQUES, JOHN, Wandsworth, Fruiterer Wandsworth Pet Jan 10 Ord Jan 14
KIRBY, RICHARD JEFFERSON, Gt Driffield, Yorks Scarborough Pet Jan 14 Pet Jan 15
MARVELL, JAMES, Bradford, Furniture Dealer Bradford Pet Jan 15 Ord Jan 15
MATTHEWS, JANE ESTHER, Almondsbury, Glos Bristol Pet Dec 4 Ord Jan 14
MOODY, FRANK WILLIAM, Gt Grimsby Gt Grimsby Pet Jan 10 Ord Jan 10
MOXON, WALTER, Bradford, Woollen Merchant Bradford Pet Jan 14 Ord Jan 14
NIGHTINGALE, FREDERICK RICHARD, and JOHN NIGHTINGALE, Heaton, Newcastle on Tyne, Hairdressers Newcastle on Tyne Pet Dec 14 Ord Jan 14

PATEMAN, HENRY, Houghton Regis, Bedford, Butcher Luton Pet Jan 11 Ord Jan 15
PERRY, THOMAS, Matterssea, Notts, Farmer Sheffield Pet Jan 14 Ord Jan 14
POOL, L FOWLER, Walthamstow High Court Pet Nov 18 Ord Jan 12
ROBERTS, DAVID RICHARD, Corwen, Merioneths, Blacksmith Wrexham Pet Jan 12 Ord Jan 12
SKELLON, JOSEPH ALOYSIUS, Catterick, York, Schoolmaster Leeds Pet Dec 7 Ord Jan 12
TREWIN, JOHN ROBERT, St Blazey, Cornwall, Travelling Draper Truro Pet Jan 15 Ord Jan 15
WALL, OSCAR, Rusholme, Manchester Manchester Pet Dec 23 Ord Jan 15
WARD, ROBERT, Knutsford, Chester, Farmer Manchester Pet Jan 14 Ord Jan 14
WOOD, CHARLES, Leeds, Gas Office Clerk Leeds Pet Jan 13 Ord Jan 13

Amended notice substituted for that published in the London Gazette of Jan. 4:
REVELL, ERNEST ALBERT, Alrewas, Stafford, Painter Plymouth Pet Dec 23 Ord Dec 30

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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